



EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING

AGENDA

THURSDAY, SEPTEMBER 3, 2026; 1:00 PM

Regular Meeting

Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III

Vice Chairperson: Jackie Neau, City of Placerville Councilmember

Lori Parlin, County of El Dorado Supervisor, District IV

George Turnboo, County of El Dorado Supervisor, District II

David Yarbrough, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers

- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Placerville, CA 95667	By Computer: https://edcgov-us.zoom.us/j/86134567267 By Phone: 669-219-2599 Meeting ID: 861 3456 7267

Members of the public may call in during the meeting and are encouraged to submit public comment via email to mwilcher@eldoradotransit.com up until 2 hours before the start of the meeting. Written comments will be entered into the meeting's minutes and the Board will consider all comments at the appropriate time. Members of the public may address any item on the agenda prior to board action, comments will be limited to no more than three (3) minutes.

If you are joining the meeting via computer and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The board secretary will call you by the last three digits of your phone number when it is your turn to comment.

By participating in this meeting, you acknowledge that you are being recorded.

PLEASE NOTE: If all board members are present in person, public participation by Zoom is for convenience only and is not required by law. If the Zoom feed is lost for any reason, the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the Chairperson.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda with one single vote. A Board member may request an item to be removed from the Consent Calendar for discussion and possible action, and the item will be moved from Consent and heard as a separate item. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

OPEN FORUM

At this time, any person may comment on any item that is not on the agenda. Please state your name for the record. Action will not be taken on any item that is not on the agenda. Please limit your comments to no more than three (3) minutes. Please give any written material presented at the meeting to the clerk for public record.

1.	<u>CONSENT CALENDAR</u>	<u>PAGE</u>
	A. Approve Conformed Minutes of Regular Meeting August 6, 2026 (<i>Wilcher</i>)	4
	B. Receive and File July 2026 Check Registers (<i>Sathre</i>)	8
	C. Receive and File July 2026 Ridership Reports (<i>Bergren</i>)	12
	D. Adopt Resolution No. 26-25 defining the El Dorado County Transit Authority's health insurance premium contribution rates for represented, unrepresented regular and management employees beginning January 1, 2027 (<i>Ahart</i>)	15
	E. Workers' Compensation Trending Report (<i>Ahart</i>)	22
	F. Receive and file Quarterly Investment Report for quarter ending 06/30/2026 (<i>Sathre</i>)	33
	G. Adopt Resolution No. 26-26 approving updates to the El Dorado County Transit Authority Workplace Violence Protection Plan (<i>Robinson</i>)	35
	H. Adopt Resolution No. 26-27 approving updates to the El Dorado County Transit Authority Drug and Alcohol Policy (<i>Robinson</i>)	75
I.	1. Adopt Resolution No. 26-28 approving the revised Memorandum of Understanding and authorizing continued participation in the designated Special District Risk Management Authority Health Benefits Program coverages	94
	2. Authorize the Executive Director to execute the revised Memorandum of Understanding and related program documents to continue participation (<i>Ahart</i>)	

- J. Adopt Resolution No. 26-29 authorizing the Executive Director to submit a claim for Transportation Development Act State of Good Repair funds for Fiscal Year 2025/26 (Sathre) 109

2. ACTION ITEMS

- A. 1. Approve the Memorandum of Understanding (MOU) between the El Dorado County Transit Authority and the City of Placerville for the use, operation, maintenance, and upkeep of the Mosquito Park and Ride Bus Stop and Restrooms 111
2. Authorize the Executive Director to execute the MOU on behalf of the El Dorado County Transit Authority (James)
- B. 1. Form an Ad Hoc Audit Review Committee to receive and review fiscal year 2025/26 independent fiscal and compliance audit reports 117
2. Appoint Chair and Vice-Chair as members to the Audit Review Committee (Sathre)

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, October 1, 2026 1:00 P.M.
County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg A, Placerville, CA 95667

The El Dorado County Board of Supervisors Meeting Room is accessible for persons with disabilities. In compliance with the Americans with Disabilities Act, if you require modification or accommodation to participate in this meeting, please contact El Dorado County Transit Authority by telephone at (530) 642-5383 or by fax at (530) 622-2877. Requests must be made as early as possible and at least one full business day before the start of the meeting.

The Agenda is also available on the website www.eldoradotransit.com



**EL DORADO COUNTY TRANSIT AUTHORITY
BOARD OF DIRECTORS MEETING
CONFORMED MINUTES
THURSDAY, AUGUST 6, 2026; 1:00 PM
Regular Meeting**

Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III

Vice Chairperson: Jackie Neau, City of Placerville Councilmember
Lori Parlin, County of El Dorado Supervisor, District IV
George Turnboo, County of El Dorado Supervisor, District II
David Yarbrough, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers
- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
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CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Veerkamp called the meeting to order at 1:00 PM and the pledge of allegiance was recited.

ROLL CALL

Directors Present: Jackie Neau, Lori Parlin, George Turnboo, Brian Veerkamp, David Yarbrough

A quorum was present.

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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M/S: Turnboo/Neau

Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

OPEN FORUM

None

1. CONSENT CALENDAR

- A.** Approve Conformed Minutes of Regular Meeting June 4, 2026 *(Wilcher)*
- B.** Receive and File May and June 2026 Check Registers *(Sathre)*
- C.** Receive and File May and June 2026 Ridership Reports *(Bergren)*
- D.** Approve the updated 2026 **El Dorado Transit Americans with Disabilities Act Paratransit Compliance Plan** *(Bergren)*
- E.** Approve the revised job descriptions for the Fiscal Specialist and Administrative Assistant classifications *(Ahart)*
- F.** Approval of Purchase Orders above \$25,000 for Fiscal Year 2026/27 *(Sathre)*
- G.** Approve the Proposed Revisions to Board Travel Policy D-1 *(Ahart)*

2. **ACTION ITEMS**

- A. 1. Approve Purchase Order No. 32174 Issued to Motor Coach Industries in the amount of \$2,100,000 for the purchase of two (2) 45' Motor Coach Industries Coaches
2. Authorize the Executive Director to Execute a Final updated Transit Service Agreement
3. Authorize the Executive Director to Finalize and Execute the Purchase Contract and related documents necessary for the ordering and purchasing of two buses for the South Lake Tahoe Commuter Service (*Bergren*)

Action: Board unanimously approved the item as requested by staff.

M/S: Yarbrough/Turnboo
Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

- B. 1. Approve Five (5) Additional Full-Time Equivalent Operator Positions
2. Adopt Resolution No. 26-24 Revising the Personnel Allocation Table for Fiscal Year 2026/27
3. Approve the Proposed Organizational Chart for Fiscal Year 2026/27 (*Steger*)

Action: Board unanimously approved the item as requested by staff.

M/S: Neau/Yarbrough
Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

- C. 1. Approve Purchase Order No. 32175 Issued to TripSpark Technologies in the Amount of \$774,840 for the Purchase of TripSpark Streets Software and Hardware
2. Authorize the Executive Director to Execute all Documents Required for Project Completion Within the Adopted Budget for Capital Improvement Project #27-04 (*Halverson*)

Action: Board unanimously approved the item as requested by staff.

M/S: Turnboo/Neau
Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

3. **INFORMATION ITEMS**

- A. 2026 Fair Shuttle Ridership (*Bergren*)

Information item. No vote taken.

B. Newsletter July – September 2026 (*Bergren*)

Information item. No vote taken.

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

The board recessed to closed session at 1:22 PM

Closed Personnel Session Pursuant to Government Code Section 54954.5 –
PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Executive Director

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

**The board reconvened to open session at 1:34 PM.
No report out.**

ADJOURNMENT

Chair Veerkamp adjourned the meeting at 1:34 PM. The next regularly scheduled meeting is Thursday, September 3, 2026.

Respectfully Submitted,

**Megan Wilcher
Secretary to the Board**

*** Verbal Report**

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: September 3, 2026
TO: El Dorado County Transit Authority
FROM: Jenelle Sathre, Fiscal Manager
SUBJECT: July 2026 Check Register

REQUESTED ACTION:
BY MOTION,

Receive and file July 2026 Check Register

BACKGROUND

The check register included consists of routine transactions for the month of July 2026. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Three (3) items merit further detail:

Check # 43070 – A-Z Bus Sales, Inc.\$101,908.16

This check pays the obligation for one (1) of the five (5) replacement vehicles for Demand Response and Micro-Transit using Section 5339 – Capital FY 2022 and TDA funds; CIP # 25-06. Four (4) of the five (5) replacement transit vans have now been paid for.

Check # 43081 – Casey Curtin.\$1,315,574.25

This check pays the obligation for partial construction of the ZEB Infrastructure in the amount of \$1,126,956.12 for CIP # 22-03 using LCTOP grant money and interest from FY 20/21, FY 21/22, and FY 22/23. It also covers partial construction toward the Bus Parking Lot Rehabilitation project in the amount of \$188,618.13 using SGR grant funds for FY 22/23 and FY 23/24; CIP # 23-02.

Check # 43107 – Robert Half, Inc.\$24,000.00

This check pays the obligation for the recruiting/placement fee for the Fiscal Manager position.

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2026

Date	Num	Name	Memo	Amount
07/01/2026	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	JULY 2026 - HEALTH PREMIUMS (UNREPRESENTED)	\$ 56,054.21
07/06/2026	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JUNE 13 - JUNE 26, 2026; PAY DATE JULY 2, 2026	\$ 2,252.45
07/06/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #14 PEPRA	\$ 21,060.19
07/06/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #14 CLASSIC	\$ 4,311.81
07/09/2026	43069	49ER LIVE SCAN	LIVE SCAN FINGERPRINTING (QTY. 1)	\$ 25.00
07/09/2026	43070	A-Z BUS SALES INC	TRANSIT 350 VAN (QTY. 1)	\$ 101,908.16
07/09/2026	43071	A-Z BUS SALES INC	VEHICLE MAINTENANCE	\$ 679.79
07/09/2026	43072	AIR & LUBE SYSTEMS INC	ANNUAL LIFT INSPECTION	\$ 1,235.00
07/09/2026	43073	ALLIANT INSURANCE SERVICES, INC	SPECIAL PROPERTY & CYBER INSURANCE (POLICY PERIOD 7/1/26 TO 6/30/27)	\$ 9,319.29
07/09/2026	43074	ALLIANT INSURANCE SERVICES, INC	ACIP CRIME INSURANCE (POLICY PERIOD 7/1/26 TO 6/30/27)	\$ 2,733.00
07/09/2026	43075	ARNOLDS FOR AWARDS INC	EOM NAME ENGRAVING JULY 2026	\$ 21.50
07/09/2026	43076	AUTOZONE INC	TORQUE CONVERTER CORE CHARGE #1607; DAIN PLUGS, HEAD GASKET SEALER - SHOP	\$ 1,259.23
07/09/2026	43077	C & H MOTOR PARTS	80290 GR - STOCK	\$ 155.72
07/09/2026	43078	CAL.NET	JULY 2026 - CCTV CAMERA SERVICE	\$ 176.92
07/09/2026	43079	CALIFORNIA DEPT OF TAX & FEE ADMIN	DIESEL FUEL EXEMPT BUS TAX - Q2 2026	\$ 409.00
07/09/2026	43080	CAPITOL CLUTCH & BRAKE INC	CART, AIR FILTER, C/R 2352, C/R 61900, CALIPER (STOCK)	\$ 4,288.53
07/09/2026	43081	CASEY CURTIN	BUS PARKING LOT AND ZEB INFRASTRUCTURE	\$ 1,315,574.25
07/09/2026	43082	DAWSON OIL	JUNE 2026 - FUEL PURCHASES, DRYDENE DIESELALL & SALES TAX	\$ 94,741.59
07/09/2026	43083	EDC DEPARTMENT OF TRANSPORTATION	MULTI-MODAL FACILITY LEASE	\$ 1.00
07/09/2026	43084	EL DORADO DISPOSAL SERVICE	JUNE 2026 - DISPOSAL SERVICE (2)	\$ 474.02
07/09/2026	43085	EL DORADO IRRIGATION DISTRICT	JUNE 2026 - WATER SERVICE FOR RAY LAWER PARK & RIDE	\$ 121.79
07/09/2026	43086	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT - R. JOHNSON	\$ 75.00
07/09/2026	43087	EMP. MISC. REIMBURSEMENT	DMV PERMIT - R. FRIEND	\$ 100.00
07/09/2026	43088	EMP. MISC. REIMBURSEMENT	DMV INTERIM LICENSE - M. KOENIG	\$ 37.00
07/09/2026	43089	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT - P. ADAMS	\$ 75.00
07/09/2026	43090	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT - J. METS	\$ 75.00
07/09/2026	43091	FLEMING DISTRIBUTING CO.	MOA, 44K, DFC, LSII, HEAVY DUTY FUEL RESTO - SHOP	\$ 499.78
07/09/2026	43092	GILLIG LLC	WHITE SEALANT, LAMP ASM, NEST, SCREW & HL SCREW, RETAINING RING (#1703)	\$ 201.38
07/09/2026	43093	GOVERNMENTJOBS.COM INC	SUBSCRIPTION FOR POSTING AND MANAGING JOB OPENINGS (YEARLY)	\$ 1,215.00
07/09/2026	43094	GWP HOLDINGS LLC	DOZER PUMP (2), TIRE SENSOR (2), FUEL FILTER (2), COOLANT FILTER (2), O-RING (2) - STOCK	\$ 6,264.25
07/09/2026	43095	HUNT & SONS INC	JUNE 1-30, 2026 - FUEL PURCHASES	\$ 5,928.46
07/09/2026	43096	KIMBALL MIDWEST	INSULATED HOSE NOZZLE (5) - SHOP	\$ 113.90
07/09/2026	43097	MAG LANDSCAPING INC	JUNE 2026 - LANDSCAPING MAINTENANCE (6) / BASS LAKE WATERING (2)	\$ 2,190.00
07/09/2026	43098	MISSION UNIFORM SERVICE	MATS, TOWELS, AND UNIFORM SERVICE	\$ 1,390.55
07/09/2026	43099	MODEL 1 COMMERCIAL VEHICLES INC	MIRROR HEAD (#1601)	\$ 769.75
07/09/2026	43100	MOTIVE ENERGY AUTOMOTIVE & COMMERCIAL LLC	1400 CCA (2), 12V GROUP, 720 CCA, 800 CCA (2) - STOCK	\$ 969.41
07/09/2026	43101	NAPA AUTO PARTS	AD IP DRYER CART, FUEL FILTER, BRAKE PADS - STOCK	\$ 1,490.08
07/09/2026	43102	NORCAL WATER SYSTEMS INC	JUNE 2026 - DRINKING WATER SERVICE	\$ 42.90
07/09/2026	43103	O'REILLY AUTO PARTS	BRAKE PADS, PIN RELAY, COOLANT CAP, HELI COIL, GALIANT FREZ - STOCK	\$ 2,590.00
07/09/2026	43104	PACIFIC GAS & ELECTRIC	JUNE 2026 - ELECTRIC SERVICE (7)	\$ 5,566.84
07/09/2026	43105	PROTELESIS	JUNE 2026 - PHONE SYSTEM ELEVATE SUBSCRIPTION	\$ 766.55
07/09/2026	43106	QUILL LLC	FILE FOLDERS, CORRECTION TAPE, LAMINATING POUCHES, RUBBER BANDS	\$ 321.75
07/09/2026	43107	ROBERT HALF INC	HIRING REFERRAL FOR FISCAL MANAGER	\$ 24,000.00
07/09/2026	43108	ROBERTS & COMPANY INC	JUNE 2026 - CPA SERVICES	\$ 305.00
07/09/2026	43109	RON DUPRATT FORD	TRANSMISSION ASY, WIRING AND ACTUATOR, KNUCKLE (#1909)	\$ 7,091.30
07/09/2026	43110	ROSCO COLLISION AVOIDANCE	COLLISION AVOIDANCE EQUIP (5), AVOIDANCE SYSTEM INSTALLATION (5)	\$ 10,636.22
07/09/2026	43111	ROUTEMATCH SOFTWARE LLC	SOFTWARE, HOSTING FEES, FIXED ROUTE AVA & INTERACTIVE VOICE RESPONSE (7/1/26 - 9/30/26)	\$ 15,200.70
07/09/2026	43112	RUBIS AUTO GLASS	R&R DESTINATION GLASS (#1202) / R&R WINDSHIELD (#1702) / WINDSHIELD REPAIR (*2004)	\$ 285.00
07/09/2026	43113	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK-UP AND RECYCLE	\$ 510.00
07/09/2026	43114	SECURITY BY DESIGN INC	MAY 2026 - CONSULTATION ON SECURITY CAMERA PROJECT	\$ 1,200.00
07/09/2026	43115	SOUTHERN TIRE MART LLC	12R22.5/16 RS268 (4), 31580R22.5/20, 315/8022.5/20 FS 400 (16), 315/80R22.5/20 FS 400 (10)	\$ 18,074.17
07/09/2026	43116	SPECIAL DISTRICT RISK MANAGEMENT AUTH	WORKERS' COMPENSATION PREMIUM FY 26/27 (POLICY PERIOD 7/1/26 TO 6/30/27)	\$ 203,643.50
07/09/2026	43117	SPECIAL DISTRICT RISK MANAGEMENT AUTH	JULY 2026 - EMPLOYEE ASSISTANCE PROGRAM BENEFITS	\$ 202.52
07/09/2026	43118	SPECIAL DISTRICT RISK MANAGEMENT AUTH	AUGUST 2026 - EMPLOYEE ASSISTANCE PROGRAM BENEFITS	\$ 212.48
07/09/2026	43119	SUN LIFE FINANCIAL	JULY 2026 - SUPPLEMENTAL LIFE BENEFIT	\$ 889.73
07/09/2026	43120	SUN LIFE FINANCIAL	JULY 2026 GROUP LIFE & LTD BENEFITS	\$ 3,078.32
07/09/2026	43121	THE AFTERMARKET PARTS CO LLC	CONDENSER MOTOR, DIODE ASM, MODULE (#1008), COIL ASY (#1801), BRACKET ASM - STOCK	\$ 13,069.64
07/09/2026	43122	TRAPEZE SOFTWARE GROUP INC	NOTIFICATIONS 7/1/26 TO 6/30/27	\$ 4,372.20
07/09/2026	43123	TRAPEZE SOFTWARE GROUP INC	VOICE MINUTES & SMS SEGMENTS 10/1/25 TO 12/31/25	\$ 156.89
07/09/2026	43124	TRUE VALUE HARDWARE	CAUTION TAPE, KEYS	\$ 19.27
07/09/2026	43125	TURBO IMAGES INC	EDT GO! LOGO DESIGN, PRODUCTION AND INSTALLATION ON (4) 2026 TRANSIT 250	\$ 7,598.66
07/09/2026	43126	UNIVERSAL SECURITY & FIRE INC	SMOKE DETECTOR ALARM REPAIR	\$ 431.20
07/09/2026	43127	WESTERN SUPPLY INC	MURPHYS LUBE, ZINC PASS, 1 OZ STEEL TAPE WEIGHT - SHOP	\$ 105.91
07/15/2026	EFT TRANS	OPERATING ENGINEERS PUBLIC & MISC	JULY 2026 - MEDICAL PREMIUMS	\$ 69,203.00
07/17/2026	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JUNE 27 - JULY 10, 2026; PAY DATE JULY 17, 2026	\$ 2,509.26
07/17/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #15 CLASSIC	\$ 4,762.76
07/17/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #15 PEPRA	\$ 23,266.20
07/23/2026	43128	.ALLEN, CYNTHIA A	MY RIDE - MAY AND JUNE 2026	\$ 62.93
07/23/2026	43129	.BEAUDION, LORENA LYNN	MY RIDE - JUNE 2026	\$ 253.75
07/23/2026	43130	.BRIGHT, MARY J	MY RIDE - JUNE 2026	\$ 242.51
07/23/2026	43131	.CAI, LIZHI	MY RIDE - JUNE 2026	\$ 253.75
07/23/2026	43132	.CAMP, BETTY J	MY RIDE - JUNE 2026	\$ 253.75
07/23/2026	43133	.CHRONISTER, RODNEY E	MY RIDE - JUNE 2026	\$ 507.50
07/23/2026	43134	.COMSTOCK, WINONA	MY RIDE - JUNE 2026	\$ 253.75

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2026

07/23/2026	43135	.COOK, VAUGHAN	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43136	.COOK, VERONICA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43137	.COOPER, DEBBIE	MY RIDE -JUNE 2026	\$	176.18
07/23/2026	43138	.CURRAN, KIMBERLY	MY RIDE -MAY AND JUNE 2026	\$	507.50
07/23/2026	43139	.DA COSTA, MONICA	MY RIDE -JUNE 2026	\$	203.00
07/23/2026	43140	.DAVIS, JANET	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43141	.ECKHARDT, PATIENCE	MY RIDE -JUNE 2026	\$	48.72
07/23/2026	43142	.ENOCHSON BENNETT, INGER	MY RIDE -JUNE 2026	\$	190.24
07/23/2026	43143	.EVANS, CASEY	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43144	.FARIA-HOFFMAN, DORENE M	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43145	.FERREL, LAUREL KAY	MY RIDE -JUNE 2026	\$	243.60
07/23/2026	43146	.FICKLIN, LINDA R	MY RIDE -JUNE 2026	\$	66.41
07/23/2026	43147	.FRANK, DIANE	MY RIDE -MAY AND JUNE 2026	\$	149.79
07/23/2026	43148	.GALVAN, ELAINE M	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43149	.GIORDANO, EVA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43150	.GOBEL, RAELENA	MY RIDE -MAY AND JUNE 2026	\$	463.64
07/23/2026	43151	.GROY, DAVID	MY RIDE -MAY AND JUNE 2026	\$	255.49
07/23/2026	43152	.GULARTE, LARA L	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43153	.HANSEN, JOSEPH	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43154	.HANSON, SHARON KAY	MY RIDE -JUNE 2026	\$	53.29
07/23/2026	43155	.HAYDEN, CYNTHIA	MY RIDE -JUNE 2026	\$	133.40
07/23/2026	43156	.HEDGE, SAMANTHA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43157	.HENDRIX, SUSAN L.	MY RIDE -JUNE 2026	\$	106.58
07/23/2026	43158	.HODGES, DAVID GLENN	MY RIDE -MAY AND JUNE 2026	\$	170.38
07/23/2026	43159	.HOFF-SCONCI, DANA D	MY RIDE -JUNE 2026	\$	151.67
07/23/2026	43160	.HUEBNER, KARYN	MY RIDE -JUNE 2026	\$	72.50
07/23/2026	43161	.JANUS, JOHN	MY RIDE -JUNE 2026	\$	166.82
07/23/2026	43162	.JANUS, THOMAS	MY RIDE -JUNE 2026	\$	27.26
07/23/2026	43163	.KAMENA, DENISE C	MY RIDE -JUNE 2026	\$	258.39
07/23/2026	43164	.KINZEL, CATHERINE	MY RIDE -JUNE 2026	\$	210.40
07/23/2026	43165	.LAFRANCIS II, GARY	MY RIDE -JUNE 2026	\$	85.91
07/23/2026	43166	.LEARD, KAYLA MICHELLE	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43167	.LEBAR, KELLY	MY RIDE -JUNE 2026	\$	282.75
07/23/2026	43168	.LEBAR, MARK	MY RIDE -JUNE 2026	\$	30.67
07/23/2026	43169	.LEONARD, DONALD CHRISTOPHER	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43170	.LUSK, DEBRA SUE	MY RIDE -JUNE 2026	\$	39.15
07/23/2026	43171	.MARTIN, LINA	MY RIDE -JUNE 2026	\$	171.68
07/23/2026	43172	.MATZINGER, LINDA IOLEEN	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43173	.MONTGOMERY, TONI P	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43174	.MYER-HOGUE, SANDRA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43175	.NUNEZ, FERNANDO	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43176	.PENUMECHCHU, SRINIVAS	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43177	.PERKINS, NANCY	MY RIDE -JUNE 2026	\$	44.23
07/23/2026	43178	.PETERSON, THOMAS JOHN	MY RIDE -JUNE 2026	\$	95.92
07/23/2026	43179	.PETERSON, WALTER	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43180	.POGANSKI, JANAYE L	MY RIDE -JUNE 2026	\$	252.59
07/23/2026	43181	.POLANSKI, MARIOLA	MY RIDE -JUNE 2026	\$	239.98
07/23/2026	43182	.RAI, PRAVIND	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43183	.REILLY, MARLENE ANGELA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43184	.ROGERS, TIMOTHY ALTON	MY RIDE -JUNE 2026	\$	193.79
07/23/2026	43185	.SAINT, ONDREA	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43186	.SHAWHAN, CHARLES	MY RIDE -JUNE 2026	\$	116.00
07/23/2026	43187	.SHULTS, BARBARA	MY RIDE -JUNE 2026	\$	271.75
07/23/2026	43188	.SMITH, JEFFREY R	MY RIDE -JUNE 2026	\$	242.88
07/23/2026	43189	.SMITH, LAURA	MY RIDE -JUNE 2026	\$	10.88
07/23/2026	43190	.SMITH, WENDELL	MY RIDE -JUNE 2026	\$	507.50
07/23/2026	43191	.SORACCO, MEGAN	MY RIDE -JUNE 2026	\$	242.15
07/23/2026	43192	.STENT, JUDY L	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43193	.STOCKEL, JAMES	MY RIDE -JUNE 2026	\$	13.34
07/23/2026	43194	.SUTTER, MARGARET	MY RIDE -JUNE 2026	\$	761.25
07/23/2026	43195	.THOMAS, JULIE R	MY RIDE -JUNE 2026	\$	99.33
07/23/2026	43196	.TODD, JANET C	MY RIDE -JUNE 2026	\$	507.50
07/23/2026	43197	.TOMSON, CHARLENE	MY RIDE -JUNE 2026	\$	88.45
07/23/2026	43198	.VALENCIA, ROCHELLE	MY RIDE -JUNE 2026	\$	112.74
07/23/2026	43199	.VAN CLEAVE, MICHA	MY RIDE -JUNE 2026	\$	476.76
07/23/2026	43200	.WANG, YING	MY RIDE -JUNE 2026	\$	161.31
07/23/2026	43201	.WARMAN, SHIELA	MY RIDE -JUNE 2026	\$	424.27
07/23/2026	43202	.WELLS, BELINDA	MY RIDE -MAY AND JUNE 2026	\$	519.10
07/23/2026	43203	.WOJAN, CYNTHIA J	MY RIDE -JUNE 2026	\$	193.79
07/23/2026	43204	.WOJAN, RONALD	MY RIDE -JUNE 2026	\$	177.84
07/23/2026	43205	.WOLLESEN, ERIK V	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43206	.WORTHEN, DALE	MY RIDE -JUNE 2026	\$	253.75
07/23/2026	43207	ACC BUSINESS	JULY 2026 - FIBER INTERNET	\$	80.00
07/23/2026	43208	ADM SCREENING	DOT DRUG SCREEN PRE-EMPLOYMENT (2), DOT DRUG RANDOM (5), BREATH TEST RANDOM (3)	\$	1,610.00
07/23/2026	43209	AFLAC	JULY 2026 - INSURANCE PREMIUMS	\$	513.96

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2026

07/23/2026	43210	AMAZON CAPITAL SERVICES INC	JUNE 2026 - AMAZON PURCHASES	\$	3,546.03
07/23/2026	43211	AT&T	CENTRAL BILLING 5-24-26 to 6-23-26 (BAN)	\$	93.30
07/23/2026	43212	AT&T MOBILITY	JUNE 2026 - WIRELESS SERVICE FOR SURVEILLANCE CAMERAS AT PARK & RIDES	\$	287.18
07/23/2026	43213	AUTOZONE INC	CORE CHARGE, CAR CHARGER, OIL DRAIN PLUG (4), SYNPOWER (4) - STOCK	\$	141.02
07/23/2026	43214	BUCKMASTER BUSINESS MACHINES INC	PRINTER DRUM UNIT P501 REPLACEMENT - DISPATCH	\$	153.99
07/23/2026	43215	CALIFORNIA STEAM INC	WATERMAZE PM SERVICE	\$	969.85
07/23/2026	43216	CalTIP - CAL TRANSIT INDEMNITY POOL	LIABILITY INSURANCE (POLICY PERIOD 05/01/2026 TO 05/01/2027)	\$	500,116.00
07/23/2026	43217	CalTIP - CAL TRANSIT INDEMNITY POOL	PHYSICAL DAMAGE INSURANCE (POLICY PERIOD 05/01/2026 TO 05/01/2027)	\$	33,268.00
07/23/2026	43218	CalTIP - CAL TRANSIT INDEMNITY POOL	ERMA/EPLI INSURANCE (POLICY PERIOD 05/01/2026 TO 05/01/2027)	\$	33,100.00
07/23/2026	43219	CDW GOVERNMENT	BROTHER LASER PRINTER (11) AND DOCKING STATIONS	\$	4,354.43
07/23/2026	43220	COLUMBIA BANK	RECONCILED VISA CHARGES	\$	6,841.58
07/23/2026	43221	CUSTOM EMBROIDERY CONCEPTS	ANNUAL UNIFORM ORDER	\$	7,850.16
07/23/2026	43222	DELL MARKETING LP	DELL PRO 1 LAPTOPS (3)	\$	3,989.01
07/23/2026	43223	EL DORADO IRRIGATION DISTRICT	MAY & JUNE 2026 - WATER SERVICE FOR COMMERCE DRIVE & CENTRAL PARK & RIDE	\$	2,212.24
07/23/2026	43224	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT - S. ZAKI	\$	64.77
07/23/2026	43225	FEILD AND ASSOCIATES	VOIDED CHECK	\$	-
07/23/2026	43226	HUNT & SONS INC	JULY 1 - 15, 2026 - FUEL PURCHASES	\$	4,461.84
07/23/2026	43227	LANGUAGE LINE SERVICES INC	JUNE 2026 - OVER-THE-PHONE LANGUAGE INTERPRETATION	\$	91.59
07/23/2026	43228	LITTLEPAY INC	JUNE 2026 - MONTHLY TRANSACTION FEES	\$	38.85
07/23/2026	43229	MODEL 1 INC	VOIDED CHECK	\$	-
07/23/2026	43230	NORCAL WATER SYSTEMS INC	JULY 2026 - DRINKING WATER SERVICE	\$	42.90
07/23/2026	43231	FEILD AND ASSOCIATES	PROJECT PLANNING FOR VARIOUS CIP PROJECTS	\$	20,496.25
07/23/2026	43232	O'REILLY AUTO PARTS	A/T FILTERS, CAR CHARGER, AIR FILTERS, DISC PAD SET (VARIOUS BUSES AND STOCK)	\$	967.77
07/23/2026	43233	OPERATING ENGINEERS LOCAL UNION #3	JULY 2026 - UNION DUES	\$	1,690.00
07/23/2026	43234	PROTELESIS	JULY 2026 - PHONE SYSTEM ELEVATE SUBSCRIPTION	\$	766.82
07/23/2026	43235	RTS IT INC	JUNE 2026 - IT SERVICE PLAN & EMAIL ENCRYPTION, MS OFFICE (33), BACK-UP SVC (32)	\$	5,370.35
07/23/2026	43236	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK-UP AND RECYCLE	\$	325.00
07/23/2026	43237	SMALL BUSINESS BENEFIT PLAN TRUST	AUGUST 2026 - DENTAL & VISION PREMIUMS	\$	8,419.20
07/23/2026	43238	STATE OF CA - DEPT OF JUSTICE	STATE AND FBI CRIMINAL BACKGROUND CHECKS (2)	\$	98.00
07/23/2026	43239	SUN LIFE FINANCIAL	AUGUST 2026 - SUPPLEMENTAL LIFE BENEFIT	\$	977.79
07/23/2026	43240	SUN LIFE FINANCIAL	AUGUST 2026 GROUP LIFE & LTD BENEFITS	\$	3,071.43
07/23/2026	43241	US BANK NATIONAL ASSOCIATION	JULY 2026 - RICOH MACHINE LEASE PAYMENT / CONTRACT OVERAGE CHARGES 6/4 - 7/4	\$	978.92
07/23/2026	43242	VITUIITY URGENT CARE SERVICES PC	EMPLOYEE LAB TESTING	\$	200.00
07/23/2026	43243	WAYNE'S LOCKSMITH SERVICE	SINGLE SIDED KEY BY CODE (2) - FINANCE FILING CABINET	\$	25.00
07/23/2026	43244	WILKINSON PORTABLES INC	VOIDED CHECK	\$	-
07/23/2026	43245	ZONAR SYSTEMS INC	ZONAR ESSENTIALS, GPS KITS, INSPECTION KITS, GSM ACTIVATION (5) MICRO TRANSIT VANS	\$	4,366.73
07/23/2026	43246	MODEL 1 COMMERCIAL VEHICLES INC	MIRROR HEADS (#1604 & #1607), FILTERS AND U-TYPE NUTS (#1605)	\$	2,593.72
				\$	2,730,419.37
				\$	2,730,419.37

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: September 3, 2026
TO: El Dorado County Transit Authority
FROM: Erik Bergren, Planning and Marketing Manager
SUBJECT: July 2026 Ridership Report

REQUESTED ACTION:
BY MOTION, Receive and file July 2026 Ridership Report

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) staff typically reports monthly and fiscal year-to-date ridership at each Board meeting.

DISCUSSION

For the month of July 2026, ridership for all services trended up. Fiscal year-to-date ridership was up 17.7% overall.

The attached July 2026 Ridership Report compares systemwide monthly passenger trips to the same period in the previous fiscal year. Demand Response ridership increased by 16.3%, Local Fixed Route ridership increased by 3.8%, and Commuter ridership increased by 42.6%. The Commuter ridership increase was due to the return-to-office mandate that went into effect July 1, 2026. Overall ridership was up 17.7%.

The attached Fiscal year-to-date Ridership Report compares the current fiscal year to the same period in the previous seven (7) fiscal years to analyze pre-COVID and current ridership trends.

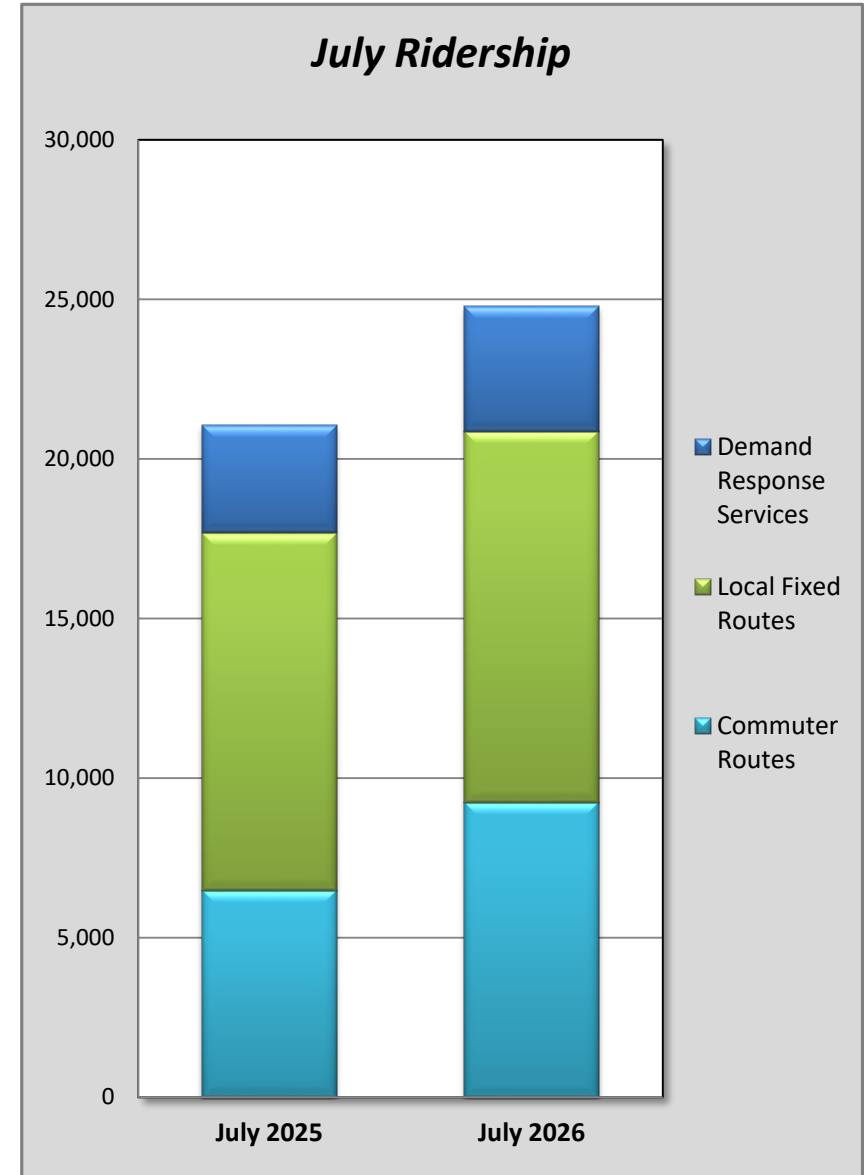
July 2026 Ridership Report

Demand Response Services	July 2025	July 2026	% Change
Dial-a-Ride	996	1,084	8.8%
Sac-Med	64	68	6.3%
ADA Paratransit	316	424	34.2%
M.O.R.E.*	746	632	-15.3%
My Ride	1,253	1,607	28.3%
EDT Go (Microtransit)	0	111	100.0%
Total Demand Response	3,375	3,926	16.3%

Local Fixed Routes	July 2025	July 2026	% Change
20 - Placerville	1,788	1,442	-19.4%
25 - Saturday Express	361	321	-11.1%
30 - Diamond Springs	1,096	1,139	3.9%
35 - Diamond Springs Saturday	121	0	-100.0%
40 - Cameron Park	1,137	1,235	8.6%
50x - 50 Express	5,081	5,656	11.3%
60 - Pollock Pines	1,627	1,840	13.1%
Total Local Fixed Routes	11,211	11,633	3.8%

Commuter Routes	July 2025	July 2026	% Change
Sacramento Commuter	5,658	8,303	46.7%
Reverse Commuter	19	95	400.0%
Sacramento/Tahoe Connector	799	836	4.6%
Total Commuter Routes	6,476	9,234	42.6%

	July 2025	July 2026	% Change
Systemwide	21,062	24,793	17.7%
Passengers per Revenue Hour	4.9	5.0	2.8%



*Contracted Services - Ridership Determined by Client Enrollment

Fiscal Year-to-Date Ridership Report

July 2026

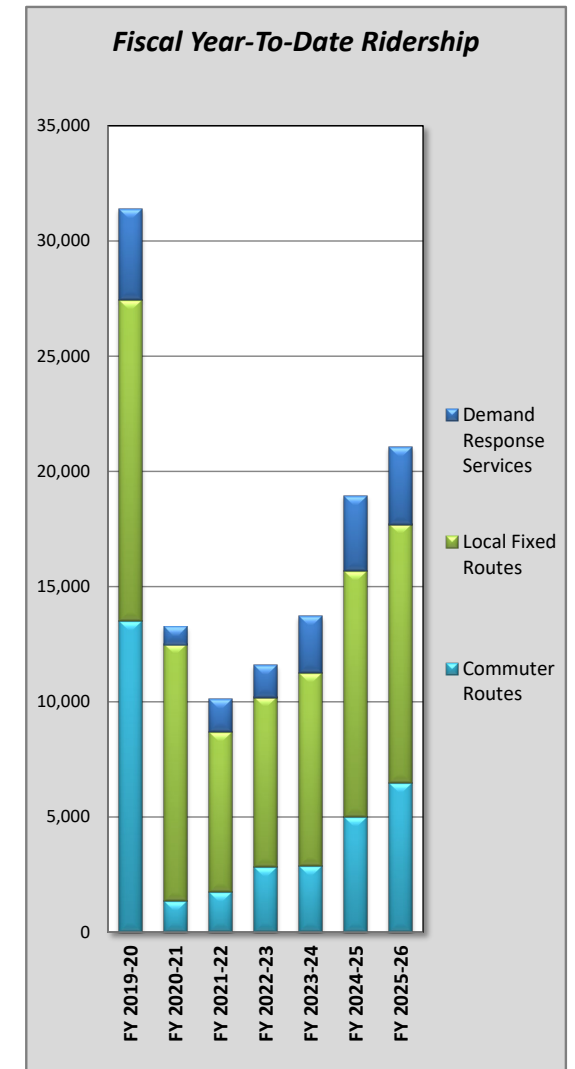


Demand Response Services	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Dial-a-Ride	1,857	556	561	652	985	979	996	1,084	8.8%
Sac-Med	28	18	26	18	29	49	64	68	6.3%
ADA Paratransit	74	105	241	225	188	272	316	424	34.2%
M.O.R.E.*	1,996	102	602	526	560	744	746	632	-15.3%
My Ride	0	0	0	0	732	1,236	1,253	1,607	28.3%
EDT Go (Microtransit)	0	0	0	0	0	0	0	111	100%
Total Demand Response	3,955	781	1,430	1,421	2,494	3,280	3,375	3,926	16.3%

Local Fixed Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
20 - Placerville	3,725	2,160	1,003	1,137	1,223	1,564	1,788	1,442	-19.4%
25 - Saturday Express	429	277	335	0	0	289	361	321	-11.1%
30 - Diamond Springs	1,932	1,105	618	800	919	1,187	1,096	1,139	3.9%
35 - Diamond Springs Saturday	119	47	84	0	0	94	121	0	-100.0%
40 - Cameron Park	1,302	1,237	765	913	933	1,192	1,137	1,235	8.6%
50x - 50 Express	3,104	3,797	2,830	3,121	3,781	4,851	5,081	5,656	11.3%
60 - Pollock Pines	3,341	2,496	1,327	1,393	1,508	1,489	1,627	1,840	13.1%
Total Local Fixed Routes	13,952	11,119	6,962	7,364	8,364	10,666	11,211	11,633	3.8%

Commuter Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Sacramento Commuter	13,377	1,352	1,192	1,678	1,948	3,984	5,658	8,303	46.7%
Reverse Commuter	119	11	5	24	17	26	19	95	400.0%
Sacramento/Tahoe Connector	0	0	544	1,113	903	989	799	836	4.6%
Total Commuter Routes	13,496	1,363	1,741	2,815	2,868	4,999	6,476	9,234	42.6%

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Systemwide	31,403	13,263	10,133	11,600	13,726	18,945	21,062	24,793	17.7%
Passengers per Revenue Hour	7.1	4.4	3.3	4.4	4.0	4.3	4.9	5.0	2.8%



*Contracted Services - Ridership Determined by Client Enrollment

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Health Plan Year 2027 Agency Contributions for Health Premiums for Represented, Unrepresented Regular and Management Employees

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 26-25 defining the El Dorado County Transit Authority's health insurance premium contribution rates for represented, unrepresented regular, and management employees beginning January 1, 2027

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) agency contribution toward employee health insurance premiums is established annually by resolution. Represented employees receive coverage through the Operating Engineers Local No. 3 (OE3) health plans, while unrepresented regular and management employees receive coverage through the California Public Employees' Retirement System (CalPERS). This action combines the 2027 contribution rates for all three employee groups into one resolution.

DISCUSSION

Resolution No. 26-25 establishes agency contributions toward health premium benefits for represented, unrepresented regular, and management employees effective January 1, 2027. Rates reflect the medical, prescription, dental and vision benefits included with each applicable plan package.

Represented Employees. Based on the renewal information provided by OE3, premiums for all plans offered to represented employees will increase 7% for the 2027 plan year. The 2027 monthly package premiums range from \$893 to \$1,418 for employee-only coverage, \$1,786 to \$2,835 for employee-plus-one coverage, and \$2,350 to \$3,827 for family coverage. Agency contributions are up to \$1,190 for employee-only coverage and range from \$1,666.80 to \$2,506.00 for employee-plus-one coverage and \$2,118.00 to \$3,299.60 for family coverage. This structure substantially offsets employee costs and continues to provide lower-cost plan choices, including employee-only options that may be fully covered by the agency contribution.

Unrepresented and Management Employees. CalPERS' approved 2027 Region 1 premiums for the plans available to El Dorado Transit employees show plan-specific increases ranging from 1.61% for Kaiser Permanente to 11.24% for Anthem Blue Cross Select HMO. Although the increases vary by carrier and plan, employees continue to have a range of HMO and PPO choices, including medical, dental and vision coverage. 2027 monthly premiums range from \$1,117.00 to \$1,864.82 for employee-only coverage, \$2,223.50 to \$3,719.14 for employee-plus-one coverage, and \$2,927.58 to \$4,871.91 for family coverage. The maximum monthly agency contributions for full-time employees are \$1,581.39, \$3,185.91 and \$4,182.17, respectively; part-time contribution levels are 75% of those amounts.

The agency contribution methodology absorbs a significant portion of the annual premium increases and helps maintain affordable coverage across the available plans and coverage tiers. Employees may select among plans with different provider networks and premium levels, allowing them to balance access, cost and individual health care needs. Depending on employee classification, coverage tier and plan selection, some options are available with little or no employee payroll contribution. Open enrollment elections made during 2026 will take effect January 1, 2027.

FISCAL IMPACT

The fiscal impact will depend on employee enrollment, coverage-tier elections and plan selection. Because the new rates take effect January 1, 2027, they will affect the final six months of Fiscal Year 2026/27. Health insurance costs will be charged to the adopted Health Insurance budget, and staff will monitor actual enrollment and expenditures throughout the plan year.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-25**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY DEFINING AGENCY
CONTRIBUTIONS FOR THE 2027 CALENDAR YEAR
HEALTH PREMIUM BENEFITS
FOR REPRESENTED, UNREPRESENTED REGULAR AND MANAGEMENT
EMPLOYEES**

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) has represented, unrepresented regular and management employees; and

WHEREAS, the El Dorado County Transit Authority Personnel Policies and Procedures Manual Article 6.2 - Health Benefits/Eligibility allows El Dorado Transit to adjust contributions based upon budgetary constraints and fluctuating health care costs; and

WHEREAS, El Dorado Transit provides health care benefits through the Operating Engineers Local No. 3 (OE3) plans for represented employees and contracts with the California Public Employees' Retirement System (CalPERS) for unrepresented regular and management employees; and

WHEREAS, premiums for the OE3 health plans offered to represented employees will increase seven percent (7%) for the 2027 calendar year; and

WHEREAS, the applicable health plan packages include medical, prescription, dental and vision benefits as provided under each plan; and

NOW, THEREFORE BE IT RESOLVED, that El Dorado Transit shall provide the following maximum contribution levels per pay period over twenty-six pay periods towards health plan premiums for represented, unrepresented regular and management employees, provided sufficient funds are available, effective January 1, 2027:

Represented Employees:

Employee Only	Up to \$549.23
Employee + One	\$769.29 - \$1,156.62
Employee + Two or More	\$977.54 - \$1,522.89

Unrepresented Regular and Management Employees:

Full-Time Employees:

Full-Time - Employee Only	\$729.87
Full-Time - Employee + One	\$1,470.42
Full-Time - Employee + Two or More	\$1,930.23

Part-Time Employees:

Part-Time - Employee Only	\$547.40
Part-Time - Employee + One	\$1,102.82
Part-Time - Employee + Two or More	\$1,447.67

BE IT FURTHER RESOLVED, that represented employee contribution levels shall be established in accordance with Article 11.A, Medical Contributions, of the Memorandum of Understanding between El Dorado Transit and Operating Engineers Local Union No. 3 effective July 1, 2024 through June 30, 2027, as reflected in the approved 2027 OE3 plan contribution schedule, and shall not exceed the actual premium for the employee's selected plan; and

BE IT FURTHER RESOLVED, that, consistent with the contribution methodology established by Resolution No. 12-17, El Dorado Transit shall provide unrepresented regular and management employees the 2026 agency contribution plus eighty percent (80%) of the increase in the applicable premium from calendar year 2026 to calendar year 2027, benchmarked to the 2027 PERS Platinum Plan (or equivalent), with part-time contribution levels equal to seventy-five percent (75%) of the full-time contribution; and

BE IT FURTHER RESOLVED, that in no event shall an agency contribution exceed the actual premium cost for the employee's selected plan and coverage tier.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 3rd day of September 2026 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

EDCTA SPONSORED PLAN REPRESENTED EMPLOYEES

RATES EFFECTIVE 01/01/2027

UPDATED 08/25/2026

Operating Engineers Plan

		EDCTA MONTHLY CONTRIBUTION	EMPLOYEE MONTHLY CONTRIBUTION	TOTAL MONTHLY PREMIUM	EMPLOYEE DEDUCTION PER PAY PERIOD	OPEN ENROLLMENT
Anthem Platinum Package						
	Single	\$1,190.00	\$228.00	\$1,418.00	\$105.23	September
	2-Party	\$2,506.00	\$329.00	\$2,835.00	\$151.85	September
	Family	\$3,299.60	\$527.40	\$3,827.00	\$243.42	September
Anthem Gold Package						
	Single	\$1,190.00	\$106.00	\$1,296.00	\$48.92	September
	2-Party	\$2,311.60	\$280.40	\$2,592.00	\$129.42	September
	Family	\$3,038.00	\$462.00	\$3,500.00	\$213.23	September
Anthem Silver Package						
	Single	\$1,155.00	\$0.00	\$1,155.00	\$0.00	September
	2-Party	\$2,051.60	\$215.40	\$2,267.00	\$99.42	September
	Family	\$2,671.60	\$370.40	\$3,042.00	\$170.95	September
Anthem Bronze Package						
	Single	\$1,089.00	\$0.00	\$1,089.00	\$0.00	September
	2-Party	\$1,938.00	\$187.00	\$2,125.00	\$86.31	September
	Family	\$2,514.00	\$331.00	\$2,845.00	\$152.77	September
Kaiser Platinum Package						
	Single	\$1,190.00	\$74.00	\$1,264.00	\$34.15	September
	2-Party	\$2,261.20	\$267.80	\$2,529.00	\$123.60	September
	Family	\$2,876.40	\$421.60	\$3,298.00	\$194.58	September
Kaiser Gold Package						
	Single	\$1,077.00	\$0.00	\$1,077.00	\$0.00	September
	2-Party	\$1,963.60	\$193.40	\$2,157.00	\$89.26	September
	Family	\$2,497.20	\$326.80	\$2,824.00	\$150.83	September
Kaiser Silver Package						
	Single	\$937.00	\$0.00	\$937.00	\$0.00	September
	2-Party	\$1,737.20	\$136.80	\$1,874.00	\$63.14	September
	Family	\$2,195.60	\$251.40	\$2,447.00	\$116.03	September
Kaiser Bronze Package						
	Single	\$893.00	\$0.00	\$893.00	\$0.00	September
	2-Party	\$1,666.80	\$119.20	\$1,786.00	\$55.02	September
	Family	\$2,118.00	\$232.00	\$2,350.00	\$107.08	September

Package includes: Medical Prescription, Dental, Vision

\$2,500 burial (active only), \$10,000 life (active only), ARP Access

EDCTA SPONSORED PLAN UNREPRESENTED EMPLOYEES

RATES EFFECTIVE 01/01/2027

UPDATED 08/04/2026

EDCTA MONTHLY *
CONTRIBUTION

EMPLOYEE MONTHLY
CONTRIBUTION

TOTAL MONTHLY
PREMIUM

EMPLOYEE DEDUCTION
PER PAY PERIOD

Anthem Blue Cross Select HMO

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$0.00	\$1,572.64	\$0.00
2-Party	\$3,185.91	\$0.00	\$3,134.78	\$0.00
Family	\$4,182.17	\$0.00	\$4,112.24	\$0.00

PART-TIME EMPLOYEES

Single	\$1,186.04	\$386.60	\$1,572.64	\$178.43
2-Party	\$2,389.43	\$745.35	\$3,134.78	\$344.01
Family	\$3,136.63	\$975.61	\$4,112.24	\$450.28

Anthem Blue Cross Traditional HMO

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$237.33	\$1,818.72	\$109.54
2-Party	\$3,185.91	\$441.03	\$3,626.94	\$203.55
Family	\$4,182.17	\$569.88	\$4,752.05	\$263.02

PART-TIME EMPLOYEES

Single	\$1,186.04	\$632.68	\$1,818.72	\$292.01
2-Party	\$2,389.43	\$1,237.51	\$3,626.94	\$571.16
Family	\$3,136.63	\$1,615.42	\$4,752.05	\$745.58

Kaiser Permanente

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$0.00	\$1,273.83	\$0.00
2-Party	\$3,185.91	\$0.00	\$2,537.16	\$0.00
Family	\$4,182.17	\$0.00	\$3,335.34	\$0.00

PART-TIME EMPLOYEES

Single	\$1,186.04	\$87.79	\$1,273.83	\$40.52
2-Party	\$2,389.43	\$147.73	\$2,537.16	\$68.18
Family	\$3,136.63	\$198.71	\$3,335.34	\$91.71

PERS Gold

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$0.00	\$1,301.37	\$0.00
2-Party	\$3,185.91	\$0.00	\$2,592.24	\$0.00
Family	\$4,182.17	\$0.00	\$3,406.94	\$0.00

PART-TIME EMPLOYEES

Single	\$1,186.04	\$115.33	\$1,301.37	\$53.23
2-Party	\$2,389.43	\$202.81	\$2,592.24	\$93.60
Family	\$3,136.63	\$270.31	\$3,406.94	\$124.76

PERS Platinum

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$283.43	\$1,864.82	\$130.81
2-Party	\$3,185.91	\$533.23	\$3,719.14	\$246.11
Family	\$4,182.17	\$689.74	\$4,871.91	\$318.34

PART-TIME EMPLOYEES

Single	\$1,186.04	\$678.78	\$1,864.82	\$313.28
2-Party	\$2,389.43	\$1,329.71	\$3,719.14	\$613.71
Family	\$3,136.63	\$1,735.28	\$4,871.91	\$800.90

Western Health Advantage HMO

FULL-TIME EMPLOYEES

Single	\$1,581.39	\$0.00	\$1,117.00	\$0.00
2-Party	\$3,185.91	\$0.00	\$2,223.50	\$0.00
Family	\$4,182.17	\$0.00	\$2,927.58	\$0.00

PART-TIME EMPLOYEES

Single	\$1,186.04	\$0.00	\$1,117.00	\$0.00
2-Party	\$2,389.43	\$0.00	\$2,223.50	\$0.00
Family	\$3,136.63	\$0.00	\$2,927.58	\$0.00

Coverage premiums include Medical, VSP Vision and Delta Dental

* EDCTA contribution includes 2026 contribution plus, 80% of premium change using PERS Premium 2026.

* EDCTA contribution is a maximum amount.

CalPERS 2027 Health Premiums

Anthem Blue Cross Traditional HMO

Single	\$1,732.52
2-Party	\$3,465.04
Family	\$4,504.55

Kaiser Permanente

Single	\$1,187.63
2-Party	\$2,375.26
Family	\$3,087.84

PERS Platinum

Single	\$1,778.62
2-Party	\$3,557.24
Family	\$4,624.41

Western Health Advantage HMO

Single	\$1,030.80
2-Party	\$2,061.60
Family	\$2,680.08

PERS Gold

Single	\$1,215.17
2-Party	\$2,430.34
Family	\$3,159.44

Anthem Blue Cross Select HMO

Single	\$1,486.44
2-Party	\$2,972.88
Family	\$3,864.74

Delta Dental	100/80/50
No Changes from 2026.	\$2000 Max
Single	\$79.80
2-Party	\$151.50
Family	\$230.80

VSP	
No Changes from 2026.	
Single	\$6.40
2-Party	\$10.40
Family	\$16.70

EDCTA Contribution Level @ Set Amount Per
Resolution 12-17 plus 80% yearly increase

	<u>Total Premium</u>
Single	\$1,581.39
2-Party	\$3,185.91
Family	\$4,182.17

EDCTA Contribution Level @ 75%

	<u>Total Premium</u>	<u>75%</u>	<u>Proof</u>
Single	\$1,581.39	\$1,186.04	75.00%
2-Party	\$3,185.91	\$2,389.43	75.00%
Family	\$4,182.17	\$3,136.63	75.00%

Unrepresented - Full Time

Unrepresented - Part Time

Unrepresented Premium Calculation for the 80/20 Split

CalPERS Rates 2027

	PERS Platinum	Delta Dental	VSP	Total Premiums
Single	\$1,778.62	\$79.80	\$6.40	\$1,864.82
2-Party	\$3,557.24	\$151.50	\$10.40	\$3,719.14
Family	\$4,624.41	\$230.80	\$16.70	\$4,871.91

CalPERS Rates 2026

	PERS Platinum	Delta Dental	VSP	Total Premiums
Single	\$1,670.14	\$79.80	\$6.40	\$1,756.34
2-Party	\$3,340.28	\$151.50	\$10.40	\$3,502.18
Family	\$4,342.36	\$230.80	\$16.70	\$4,589.86

Premium Increase

Single	\$108.48
2-Party	\$216.96
Family	\$282.05

EDCTA Portion

Single	\$86.78
2-Party	\$173.57
Family	\$225.64

EE Portion

Single	\$21.70
2-Party	\$43.39
Family	\$56.41

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Workers Compensation Trending Report

REQUESTED ACTION:

BY MOTION,

Receive and file only

BACKGROUND

Through its membership in the Special District Risk Management Authority (SDRMA) Workers' Compensation Insurance Pool (Self-Insurance Program), El Dorado County Transit Authority (Transit) receives workers' compensation claims-management services through SDRMA and its authorized claims administrator, CorVel Enterprise Comp.

Since 2017, Transit has reviewed workers' compensation trends to support workplace-safety and risk-management strategies. For 2026, staff reviewed claim-level data for the five fiscal years from July 1, 2021 through June 30, 2026, together with CorVel's overall claims summary. All financial amounts are valued as of June 30, 2026.

DISCUSSION

During the five-year review period, Transit recorded 28 claims, of which 24 were closed as of the valuation date. These claims had total gross incurred costs of \$120,410, including \$70,262 paid and \$50,148 reserved. Fiscal Year 2025/26 accounted for 19 claims, compared with six in Fiscal Year 2024/25. Of the 19 claims recorded in Fiscal Year 2025/26, ten were medical-only, six were report-only, and three were indemnity claims.

The increase in recorded incidents should not be interpreted as a decline in workplace safety. Transit has placed significant emphasis and effort on strengthening its safety program and reinforcing the expectation that employees promptly report all work-related incidents, including minor incidents that may not initially require medical treatment. The higher claim count may reflect, at least in part, by improved reporting. Historical underreporting cannot be quantified from the available claim data; however, more complete reporting provides Transit with better information to identify trends and determine whether additional training, procedural changes, equipment modifications, or other safety measures are needed.

Additionally, earlier in the year, staff understood from SDRMA training that a DWC-1 Workers' Compensation Claim Form must be completed with each employee injury report. After further consultation with SDRMA, staff clarified that the DWC-1 should be provided to the employee, who then determines whether to complete and submit the form. Staff recognizes that the prior practice contributed to the increase in recorded claims. Upon identifying the issue, staff immediately corrected the process and developed a written injury-reporting procedure establishing the appropriate documentation and proper handling of the DWC-1 form.

Across Transit's full claims history, 84 percent of claims were reported within three days of the incident. Six claims remained open as of June 30, 2026, with \$87,722 in reserves. Staff will continue to reinforce timely incident reporting, monitor open and higher-cost claims, and focus prevention efforts on the leading reported causes, including cumulative injuries, strains, and fall, slip, or trip incidents. The annual trending review will continue to inform safety awareness, training, risk-reduction efforts, and slip, trip, and fall incidents.

FISCAL IMPACT

None

Workers' Compensation Trending Report

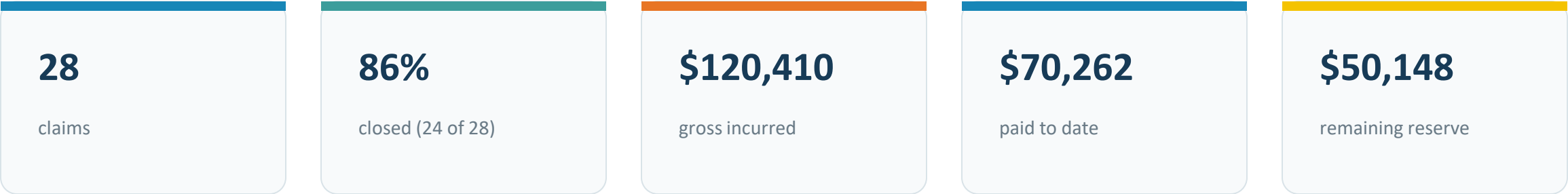
Five-Year Review: Fiscal Years 2021/22 – 2025/26

Claims Valued as of June 30, 2026

September 2026 Board Meeting

Five-year snapshot

During the five-year period, the Agency experienced 28 claims with total gross incurred costs of \$120,410. Fiscal Year 2025/26 accounted for 19 claims and approximately 60% of the five-year incurred costs.

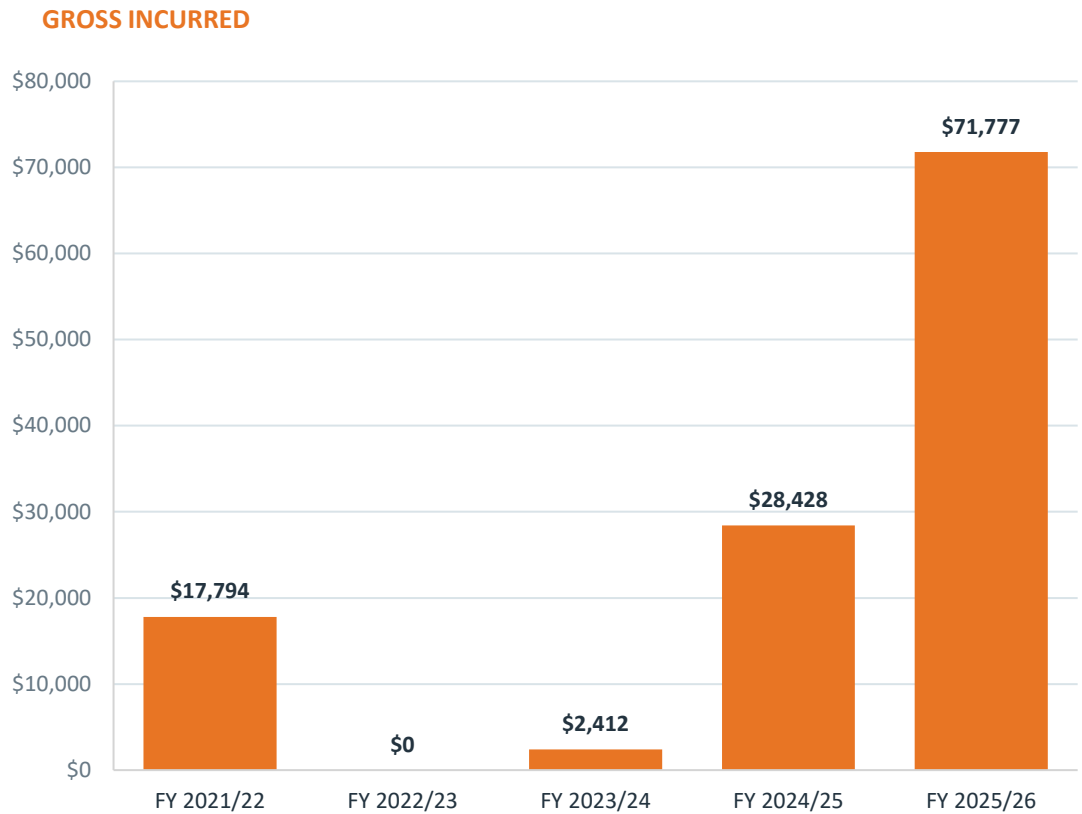
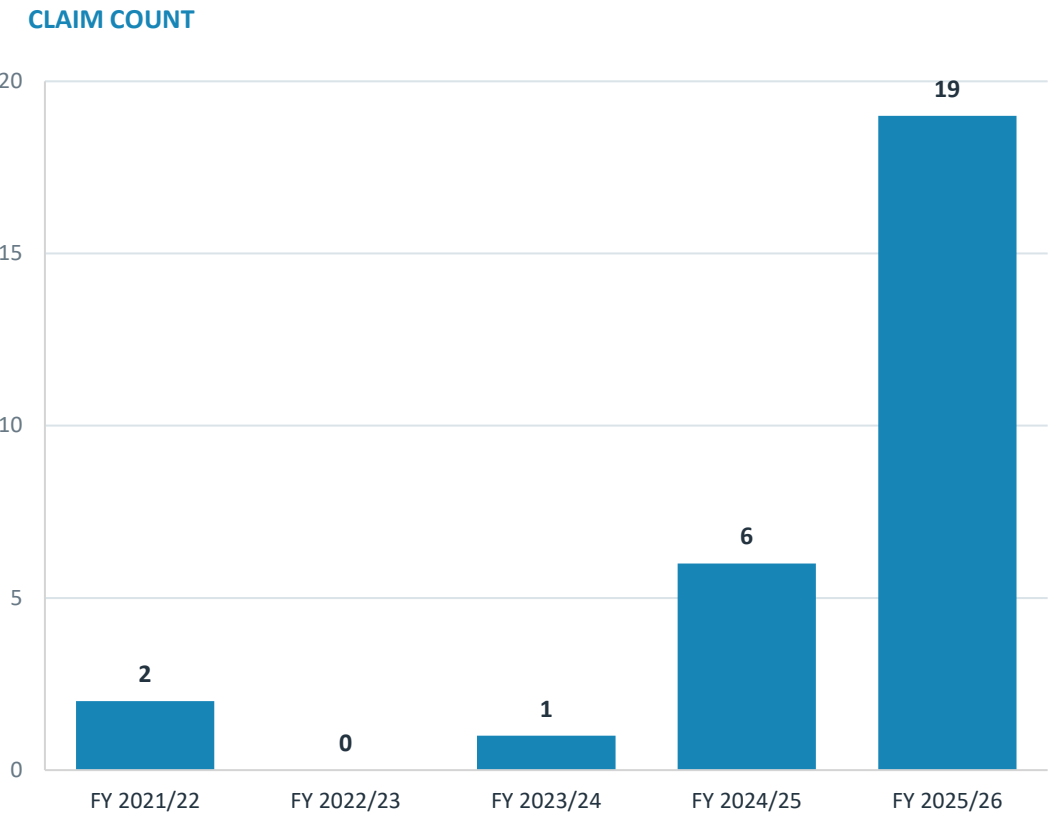


FY 2025/26 accounts for 19 of the 28 claims and 60% of five-year incurred cost.

Five-year figures are calculated from claim-level data based on injury date. They are not the Agency’s all-history claim totals.

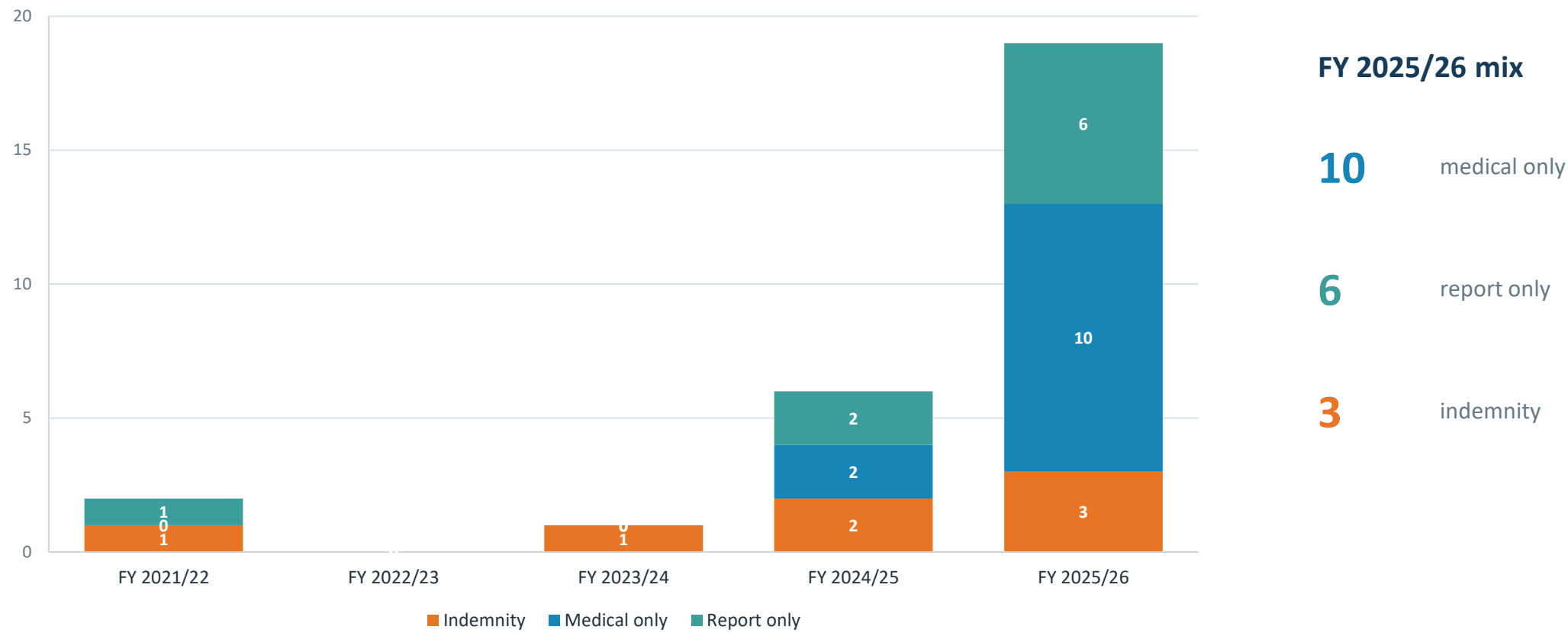
Claim activity increased in FY 2025/26

Claim count and gross incurred cost by fiscal year of injury, valued as of June 30, 2026



Medical-Only and Report-Only Claims Represented Most FY 2025/26 Claims

Claim classification by fiscal year of injury



In FY 2025/26, 16 of the 19 claims – approximately 84% - were classified as medical only or report only. Three were indemnity claims.

Multiple-Body-Part Claims Lead Both Frequency and Incurred Costs

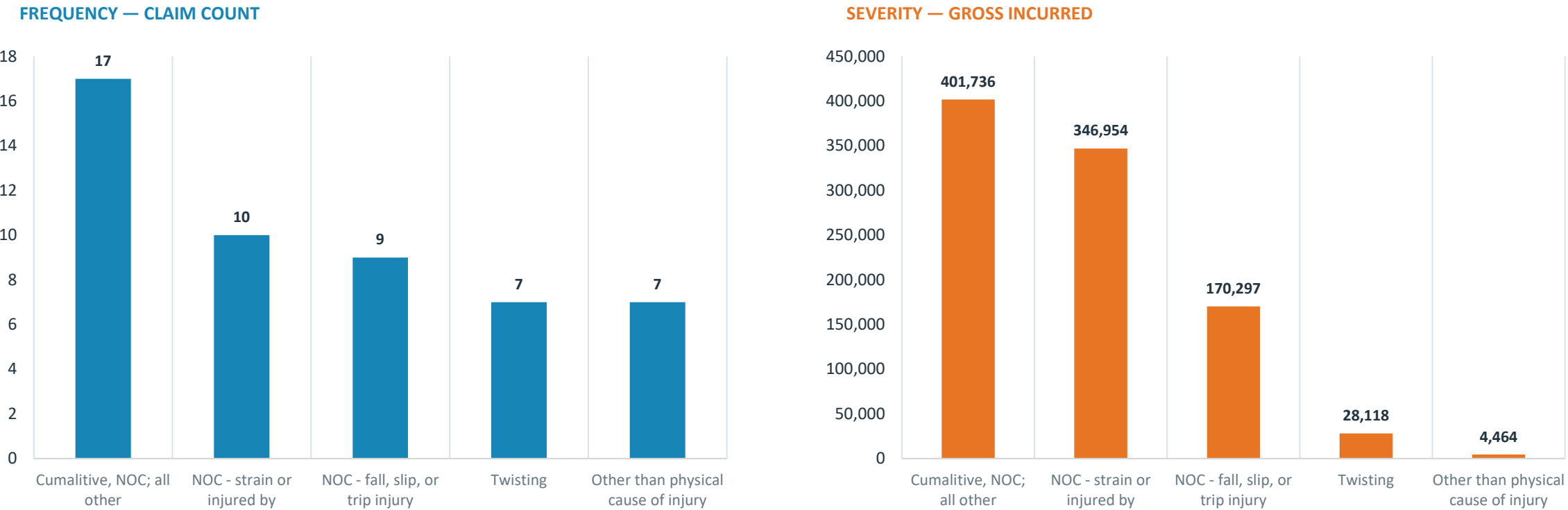
Top body parts across the Agency’s full claims history, valued as of June 30, 2026



Multiple-body-part claims represent 24 claims and \$625,484 in gross incurred costs, the highest amounts among the body-part categories shown in the report

Cumulative and Strain-Related Injuries Carry the Highest Incurred Costs

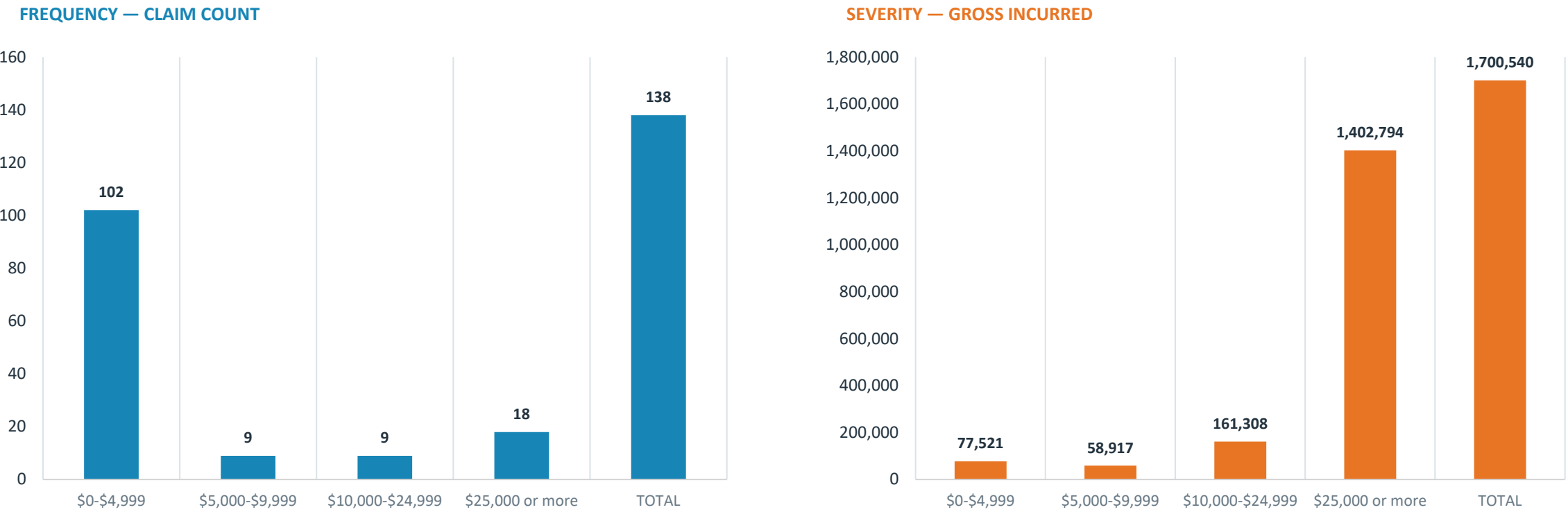
Top injury causes across the Agency’s full claims history.



Cumulative injuries and strain-related injuries account for the highest gross incurred costs among the causes identified in the report

A Small Number of Claims Account for Most Paid Costs

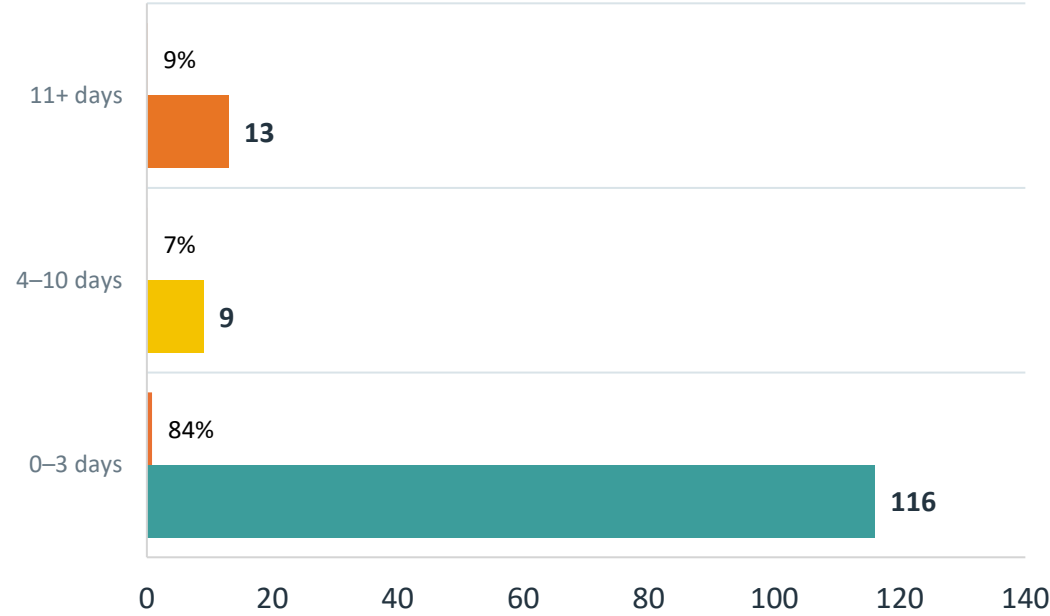
Distribution of claims and paid costs across the Agency's full claims history.



Claims with payments of \$25,000 or more represent 18 of 138 claims – approximately 13% - but account for approximately 82% of all paid costs.

Most Claims Were Reported Within Three Days

Reporting lag across the Agency's full claims history



84%

reported within 0-3 days

116 of 138 claims

Most claims were reported promptly; however, 13 claims had a reporting lag of 11 days or more.

Workers' Compensation Focus Areas for FY 2026/27

Prevention and claims-management priorities based on current claim trends

01	Target Leading Injury Causes	Focus prevention efforts on cumulative injuries, strains, and fall, slip, or trip exposures – the leading causes identified in the Corvel Report.
02	Reinforce Prompt Incident Reporting	Maintain prompt internal reporting practices. Although 84% of the claims were reported within three days, 13 claims had reporting delays of 11 days or more.
03	Monitor Open and Higher-Cost Claims	Six claims remain open, with \$290,068 paid and \$87,722 reserved as of June 30, 2026. Continue monitoring claim development and opportunities for timely resolution.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: September 3, 2026
TO: El Dorado County Transit Authority
FROM: Jenelle Sathre, Fiscal Manager
SUBJECT: Quarterly Investment and Interest Reports for Operating Funds

REQUESTED ACTION:

BY MOTION,

**Receive and file Quarterly Investment Report for quarter ending
06/30/2026**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) adopted an investment policy on November 7, 1999, allowing investments in the State of California Local Agency Investment Fund (LAIF) and money market accounts.

El Dorado Transit investment policy requires quarterly investment reports to the Board of Directors.

DISCUSSION

Interest earnings for the 4th quarter from LAIF and the Money Market accounts equal \$79,719.87. The Investment report for the quarter ending 03/31/2025 is submitted for review and file.

FISCAL IMPACT

Line item 4970.00 - Interest Income, will be adjusted accordingly in the FY 2025/26 Final Amended Budget Adjustment process.

EL DORADO COUNTY TRANSIT AUTHORITY

QUARTERLY INVESTMENT REPORT

PERIOD 04/01/2026 – 06/30/2026

LOCAL AGENCY INVESTMENT FUND (LAIF)

Account Summary

03/31/2026	Balance Forward	\$7,899,584.83
	Total Transfers to General Checking Account	\$0.00
	Total Transfer from General Checking Account	\$0.00
	Interest Earned @ 3.92%	<u>\$77,100.41</u>
06/30/2026	Ending Balance for 2nd Quarter, 2026	\$7,976,685.24

**COLUMBIA BANK – FORMERLY UMPQUA BANK
(MONEY MARKET ACCOUNT)**

Account Summary

03/31/2026	Balance Forward	\$807,329.02
	Total Transfers from General Checking Account	\$0.00
	Total Transfers to General Checking Account	\$0.00
	Total Transfers to LAIF Account	\$0.00
	Interest Earned @ 1.31%	<u>\$2,619.46</u>
06/30/2026	Ending Balance for 2 nd Quarter, 2026	\$809,948.48

AGENDA ITEM 1 G
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Ryan Robinson, Safety & Training Manager

SUBJECT: Updated Workplace Violence Protection Plan

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 26-26 approving updates to the El Dorado County Transit Authority Workplace Violence Protection Plan

BACKGROUND

California Labor Code Section 6401.9 requires covered employers to establish, implement, and maintain an effective Workplace Violence Prevention Plan (WVPP). The El Dorado County Transit Authority (El Dorado Transit) implemented its Workplace Violence Prevention Plan effective July 1, 2024, to establish procedures for identifying, evaluating, preventing, responding to, investigating, and documenting workplace violence incidents, threats, and hazards.

Staff reviewed the existing Plan and developed revisions to strengthen and clarify El Dorado Transit's workplace violence prevention procedures and responsibilities. The updates also improve coordination with EDCTA's Injury and Illness Prevention Program, Public Transportation Agency Safety Plan (PTASP), Safety Management System (SMS), emergency response procedures, and applicable Federal Transit Administration (FTA) and National Transit Database (NTD) requirements. The proposed revisions were submitted to the Special District Risk Management Authority (SDRMA) for review. SDRMA reviewed the proposed changes and approved the revisions for compliance.

DISCUSSION

The proposed revisions update and clarify key components of the Workplace Violence Prevention Plan, including:

- Roles, responsibilities, and authority for Plan administration and implementation;
- Workplace violence reporting, communication, and employee protections;
- Emergency response and employee safety procedures;
- Transit-specific workplace violence hazard identification, assessment, and correction;
- Post-incident response, investigation, and corrective action responsibilities;
- Employee training and recordkeeping requirements; and
- Coordination with EDCTA's PTASP/SMS and applicable FTA and NTD requirements.

The Human Resources Manager and Safety & Training Manager are designated as Joint Workplace Violence Prevention Plan Administrators, with responsibilities defined according to their respective areas of expertise. The Executive Director retains overall Agency authority and oversight.

The revisions are intended to provide employees and management with clearer procedures for preventing, reporting, responding to, and investigating workplace violence while maintaining compliance with applicable workplace safety and transit safety requirements. A redline version showing the proposed changes is included with the agenda packet. Upon Board approval, the updated Workplace Violence Prevention Plan will replace the currently adopted version.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-26**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY
ADOPTION OF WORKPLACE VIOLENCE PREVENTION PLAN**

WHEREAS, the El Dorado County Transit Authority (“El Dorado Transit”) recognizes the importance of providing a safe and secure workplace for all employees; and

WHEREAS, California Labor Code Section 6401.9 requires covered employers to establish, implement, and maintain an effective Workplace Violence Prevention Plan; and

WHEREAS, the Board of Directors previously adopted the El Dorado County Transit Authority Workplace Violence Prevention Plan by Resolution No. 25-07 on March 6, 2025; and

WHEREAS, staff has reviewed and updated the Workplace Violence Prevention Plan to clarify responsibilities and procedures, strengthen workplace violence prevention and response measures, address transit-specific workplace violence hazards, and improve coordination with the Authority’s safety and emergency response programs; and

WHEREAS, the proposed updates to the Workplace Violence Prevention Plan were submitted to the Special District Risk Management Authority (SDRMA) for review, and SDRMA reviewed and approved the proposed changes for compliance; and

WHEREAS, the updated Workplace Violence Prevention Plan is intended to maintain compliance with applicable California workplace violence prevention requirements and coordinate workplace violence prevention with applicable Federal Transit Administration requirements and the Authority’s Public Transportation Agency Safety Plan and Safety Management System.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board hereby adopts the updated Workplace Violence Prevention Plan of the El Dorado County Transit Authority, which shall supersede and replace the Workplace Violence Prevention Plan previously adopted by Resolution No. 25-07.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of the Board held on the 3rd day of September 2026, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board



Workplace Violence Prevention Plan

Implemented: July 1, 2024

Adopted: ~~Draft~~ **March 6, 2025**

Prepared by: El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

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Policy

El Dorado County Transit Authority (EDCTA) is committed to providing a work environment that is free of threatening or violent behavior involving any employee, volunteer, contractor, vendor, client, passenger, or visitor. The purpose of this policy is to establish, implement, and maintain a structured and proactive approach to identifying, managing, and mitigating risks in the workplace. An effective Workplace Violence Prevention Plan (WVPP) will address the hazards known to be associated with four types of workplace violence as defined by the Labor Code Section 6401.9. ~~This plan will also include requirements for the Federal Transit Administration (FTA). This Workplace Violence Prevention Plan is intended to satisfy applicable California workplace violence prevention requirements and to coordinate workplace violence prevention with EDCTA's Injury and Illness Prevention Program, Public Transportation Agency Safety Plan (PTASP), Safety Management System (SMS), and emergency response procedures. Applicable Federal Transit Administration (FTA) requirements related to transit-worker assaults, safety risk management, safety risk mitigation, de-escalation training, and National Transit Database (NTD) reporting are incorporated or addressed where applicable. This written Plan shall be in effect at all times and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA.~~

An employee who is teleworking from a location of the employee's choice, which is not under the control of the employer, will be exempt from this policy.

Definitions

<u>Emergency:</u>	Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other people.
<u>Engineering Controls:</u>	An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.
<u>Log:</u>	The violent incident log required (Appendix A).
<u>WVPP:</u>	The Workplace Violence Prevention Plan.
<u>Serious Injury/Illness:</u>	Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.
<u>Threat of Violence:</u>	Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Work Practice Controls: Procedures and rules which are used to effectively reduce workplace violence hazards.

Workplace Violence: Any act of violence or threat of violence that occurs in a place of employment. Includes, but is not limited to the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, vendors, passengers, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Physical Assault: For the purpose of Federal Transit Administration and reporting purposes for the National Transit Database (NTD), a physical assault is when the attack involves contact with the transit worker*, which could include any physical contact with the victim from the attacker's body, a weapon, a projectile or other item.

*For reporting purposes NTD reporting, operator is an employee whose function is to operate the transit vehicle. A transit worker refers to an employee or individual who is compensated by EDCTA or who is otherwise providing specific services on behalf of EDCTA.

Non-physical Assault: An assault in which the attack involves no physical contact with the transit worker. For example: Threats, intimidation, harassment, physical assault attempt.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

~~WVPP Administrator has the authority and responsibility for implementing the provisions of this plan for EDCTA. The following are the parties responsible and their duties:~~

The Human Resources Manager and Safety & Training Manager are designated as EDCTA's Joint Workplace Violence Prevention Plan Administrators and have equal day-to-day authority for implementation and enforcement of this Plan within their respective areas of responsibility. The

Executive Director retains overall agency authority and responsibility for ensuring adequate organizational resources and support. The Joint WVPP Administrators are authorized to receive reports, require immediate protective actions, initiate or coordinate investigations, identify and require corrective measures, coordinate training, maintain required records, and elevate matters to the Executive Director, law enforcement, Cal/OSHA, FTA, or other appropriate authorities when necessary.

Roles and Responsibilities

Executive Director / Accountable Executive

The Executive Director retains overall agency authority and provides executive oversight and organizational support for the Workplace Violence Prevention Plan. The Executive Director ensures that necessary resources are available to support implementation of the Plan; receives notification of significant workplace violence incidents, hazards, corrective actions, legal concerns, and operational impacts; approves final Plan adoption and major revisions; supports corrective actions when executive-level authority or resources are required; and retains ultimate authority for the Agency.

Human Resources Manager – Joint Workplace Violence Prevention Plan Administrator

The Human Resources Manager serves as a Joint Workplace Violence Prevention Plan Administrator and has equal day-to-day authority with the Safety & Training Manager within the functions assigned to the position. The Human Resources Manager leads and coordinates personnel and employment-related aspects of workplace violence prevention, including receiving and evaluating reports involving employees, supervisors, or managers; employee relations; retaliation concerns; domestic violence or stalking concerns that may affect the workplace; employee support; leave and workers' compensation coordination; reasonable accommodation; labor relations; personnel investigations; corrective or disciplinary processes; and confidential personnel matters. The Human Resources Manager participates in threat assessments, workplace violence investigations, corrective actions, training, emergency response decisions, and the annual review of the Workplace Violence Prevention Plan.

The Human Resources Manager shall also coordinate, as applicable, employee requests for workplace safety-related reasonable accommodations and protected leave arising from qualifying acts of violence in accordance with California Government Code section 12945.8 and other applicable law. When a reported domestic violence, sexual assault, stalking, or other qualifying act of violence presents or may present a workplace safety concern, the Human Resources Manager shall coordinate with the Safety & Training Manager, as appropriate, to evaluate workplace violence hazards and implement reasonable safety measures while maintaining employee confidentiality as required by law.

Safety & Training Manager – Joint Workplace Violence Prevention Plan Administrator

The Safety & Training Manager serves as a Joint Workplace Violence Prevention Plan Administrator and has equal day-to-day authority with the Human Resources Manager within the functions assigned to the position. The Safety & Training Manager leads and coordinates the safety and technical administration of the Workplace Violence Prevention Plan, including workplace violence hazard identification and

assessment; safety inspections; safety investigations; corrective action tracking and verification; workplace violence prevention training; emergency preparedness and response; required workplace violence records and the Workplace Violence Incident Log; integration with the Public Transportation Agency Safety Plan (PTASP) and Safety Management System (SMS); safety risk assessments and mitigations; and evaluation of applicable Federal Transit Administration (FTA) and National Transit Database (NTD) reporting requirements. The Safety & Training Manager may require immediate safety-related protective measures and may stop work when an imminent hazard exists.

Safety & Training Supervisor

The Safety & Training Supervisor supports the Joint Workplace Violence Prevention Plan Administrators, primarily through the Safety & Training Manager, with implementation and maintenance of the Plan. Responsibilities include assisting with workplace violence hazard assessments, inspections, training, field response, safety investigations, evidence preservation, documentation, corrective action tracking, recordkeeping, emergency preparedness, and post-incident follow-up. The Safety & Training Supervisor may coordinate immediate safety response activities when assigned or when delegated by Agency leadership.

Operations Manager

The Operations Manager is responsible for operational implementation of the Workplace Violence Prevention Plan within transit operations. Responsibilities include coordinating staffing, service adjustments, vehicle or route changes, Dispatch and supervisory response, employee relief, operational communications, and continuity of transit operations; participating in workplace violence hazard assessments, investigations, corrective actions, and threat-management decisions affecting operations; and ensuring that Operations personnel, including Dispatch and Operations Supervisors, comply with the requirements of the Plan.

Managers and Supervisors

Managers and Supervisors are responsible for implementing the Workplace Violence Prevention Plan within their assigned work areas and areas of operational responsibility. Responsibilities include responding promptly to reported or observed workplace violence incidents, threats, and hazards; taking immediate action to protect employees, passengers, and others when necessary; summoning law enforcement, emergency medical services, or other emergency assistance when appropriate; coordinating employee relief and immediate operational response; promptly notifying the Human Resources Manager and Safety & Training Manager of workplace violence incidents, threats, hazards, and concerns; preserving available evidence and relevant information when appropriate; supporting emergency response and post-incident actions; participating in investigations, workplace violence hazard assessments, and corrective actions as directed; communicating with affected employees as appropriate; preventing retaliation; and consistently implementing and enforcing Workplace Violence Prevention Plan requirements.

Employees

All employees are responsible for maintaining a violence-free work environment and complying with the Workplace Violence Prevention Plan. Employees are expected to attend required training; follow applicable policies, procedures, and emergency instructions; promptly report workplace violence incidents, threats, suspicious behavior, and workplace violence hazards; cooperate with investigations and hazard assessments; notify appropriate Agency personnel of restraining or protective orders that may affect workplace safety; use de-escalation and emergency communication procedures consistent with training; and seek emergency assistance when necessary.

Transit Operations and Maintenance Employees

Transit Operators, Dispatch personnel, Operations Supervisors, Maintenance personnel, and other employees performing transit operations, vehicle maintenance, road testing, roadside response, or related operational duties have additional responsibilities due to the nature of their duties, including interaction with passengers and members of the public and work performed in transit vehicles, passenger facilities, bus stops, park-and-ride facilities, layover locations, Maintenance facilities, Agency yards, public roadways, and other operational locations. These employees shall follow applicable de-escalation, emergency communication, Dispatch notification, cell phone and personal electronic device requirements, and workplace violence response procedures; promptly report assaults, threats, intimidation, harassment, suspicious behavior, and other workplace violence incidents; request supervisory, law enforcement, or emergency assistance when necessary; and provide sufficient information regarding incidents to support EDCTA's workplace violence investigation, PTASP/SMS safety risk management processes, and evaluation of applicable FTA and National Transit Database (NTD) reporting requirements. Transit Operations and Maintenance employees shall prioritize personal safety and shall not unnecessarily place themselves, passengers, coworkers, or members of the public at increased risk when responding to an actual or potential workplace violence incident.

Responsible Persons	Position	WVPP Responsibilities	Phone Number	Email
Brian James	Executive Director	Oversees the entire program Approves final plan and major changes	530-642-5383 Ext 210	bjames@eldoradotransit.com
Maria Harris	Human Resources Manager	Handles Reports Oversees the program	530-642-5383 Ext 209	mharris@eldoradotransit.com
Christine Parker	Safety Program Manager	Develops, Implements Maintains the plan Safety Inspections Organizes Safety Meeting and Training Materials Keeps records of reports of workplace Violence Determine Reportable Event for NTD; Risk Assessments; Emergency Preparedness Activity	530-642-5383 Ext 217	eparker@eldoradotransit.com

Employees (Including Managers and Supervisors)

Responsibilities include:

- Their own behavior when interacting with fellow employees, supervisors, passengers, members of the public, and vendors.
- Maintaining a violence free work environment.
- Attending all training.
- Following all directives, policies, and procedures.
- Cooperating fully in investigations/assessments of allegations of workplace violence
- Informing appropriate personnel about restraining or protective court orders related to domestic situations so that assistance can be offered at the workplace.
- Reporting suspicious people in the area and alerting the proper authorities when necessary.

Managers and Supervisors

Responsibilities include:

- Implementing the plan in their respective work areas.
- Taking all reported incidents of workplace violence seriously
- Investigating all acts of violence, threat, and similar disruptive behavior in a timely fashion
- Providing feedback to employees regarding the outcome of their reports
- Being cognizant of situations that have the potential to produce violent behavior and promptly addressing them with all concerned parties.

- ~~Encouraging employees who show signs of stress or evidence of possible domestic violence to seek assistance, such as the Employee Assistance Program~~
- ~~Providing input to the Administrator regarding the plan.~~
- ~~Participating in investigations of workplace violence reports.~~
- ~~Answering employee questions concerning this WVPP~~

Employee Active Involvement

EDCTA ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing, reviewing, and implementing the WVPP.

- ~~Management will work with and allow employees and authorized employee representatives to participate in:~~ Management will work with employees and authorized employee representatives and, when necessary, allow them to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence. This includes, but is not limited to, periodic safety meetings with employees and their representatives to discuss the identification of workplace violence related concerns and hazards, and to evaluate the concerns to identify corrective action.
 - Design and implementing training by encouraging employees to provide feedback and suggestions to help customize the training materials and sessions.
 - Reporting and potentially assisting in the investigation of workplace violence incidents.
- Management will ensure that all workplace violence policies and procedures within this WVPP are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all directives, policies, and procedures, as outlined in this Plan, and assist in maintaining a safe work environment.
- The Plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

Compliance

El Dorado Transit ensures compliance with safe and healthy work practices and maintains a

secure work environment by the following:

- Informing all employees of the WVPP during new employee safety orientation training and ongoing workplace violence prevention training.
- Providing workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for WVPP implementation.
- Providing retraining to employees whose safety performance is deficient with the WVPP.
- Evaluating employees to ensure their compliance with the WVPP and recognizing employees who demonstrate safe work practices that promote the elements of the WVPP. This will be accomplished, but not limited by verbal recognition, recognition on the electronic community board or memos by supervisors and/or managers.
- Disciplining employees for failure to comply with the WVPP in accordance with the compliance requirements outlined in El Dorado Transit's Policy and Procedure Manual and Memorandum of Understanding between Operating Engineers Local Union No. 3 Transit Operators bargaining Unit.

Communication

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of the following:

- The new hire orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards.
- Effective communication between employees and managers about workplace violence prevention and concerns. This will be accomplished, but not limited:
 - Updates on status of investigations and corrective actions through email, memos and at safety meetings. These updates ~~could~~ may include information about the progress of investigations, the results of the investigation and any corrective actions taken.

~~—Remain transparency by memos, training sessions and~~

additional written documentation. Maintain transparency through memos, training sessions, and additional written communications

- Posted or distributed workplace violence prevention information.
- ~~Encouraging employees to inform their supervisors about any threats of violence or workplace violence. Employees are encouraged to report in writing using the Incident Report Form or the Event Report Form. Managers and Supervisors receiving the report will use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents records. Employees can report to El Dorado Transit or Enforcement without fear of reprisal. Employees are encouraged to promptly report workplace violence, threats of violence, stalking, intimidation, aggressive conduct, suspicious behavior, or workplace violence hazards to a supervisor or manager, Human Resources Manager, Safety & Training Manager, Safety & Training Supervisor, Dispatch or the On-Call Supervisor for operational matters, or law enforcement as appropriate. Reports may be made verbally, electronically, in writing using an Incident Report Form or Event Report Form, or anonymously through an available Agency reporting method. Managers and supervisors receiving a report shall promptly notify the Human Resources Manager and Safety & Training Manager. EDCTA prohibits retaliation, discrimination, intimidation, coercion, or adverse action against any employee for making a good-faith workplace violence report, participating in an investigation, reporting a hazard, seeking emergency assistance, or exercising rights under this Plan or applicable law.~~
Employees shall have access to an appropriate means of communication to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety, consistent with their assigned duties and applicable EDCTA safety requirements. Nothing in this Plan authorizes the use of a personal electronic device in violation of EDCTA policies or safety-sensitive work requirements. Transit Operators shall comply with all applicable EDCTA cell phone and personal electronic device requirements, including requirements governing when and where personal or Agency-issued phones may be used and the safe stopping and securing of a vehicle before phone use, except as otherwise specifically authorized by EDCTA procedures for

emergency or safety-related circumstances. Dispatch personnel shall comply with applicable safety-sensitive work requirements governing personal electronic devices and shall use Agency telephones, radios, or other authorized Agency communication systems while performing safety-sensitive Dispatch duties. Nothing in these restrictions shall prevent an employee from using an appropriate and safely available means of communication to summon emergency assistance when necessary. Employees' workplace violence concerns will be investigated in a timely manner, and employees will be informed of the results of the investigation and any corrective actions to be taken, as appropriate.

Coordination with Other Employers

EDCTA will implement the following effective procedures to coordinate the implementation of our WVPP with other employers to ensure those employers and their employees understand their respective roles:

- All employees will be trained in workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.

Workplace Violence Incident Reporting Procedures

Employees can report all threats or acts of workplace violence to their supervisor, manager, or law enforcement without fear of reprisal. The supervisor or manager will be required to inform the ~~Safety Program Manager~~Safety & Training Manager and/or Human Resource Manager. In the event a supervisor or manager is not available, the employee can report an incident directly to the ~~Safety Program Manager~~Safety & Training Manager and/or Human Resources.

Any employee may report a workplace violence event to their supervisor in the following methods:

- Incident Report Form
- Event Report
- Verbally
- Electronically
- Anonymously via Trackit

Submit the Incident Report Form or Event Report Form anonymously by placing the completed form in the appropriate manager ~~box, or~~ supervisor box, or suggestion box.

Emergency Response Procedures

In the event of an actual or potential workplace violence emergency, the employee should determine the best response and immediate reporting option based on the situation, circumstances, and training. To obtain help from staff assigned to respond to workplace

violence emergencies the following methods of reporting are not limited to the following:

- Dialing 911.
- Notifying Dispatch by Radio.
- ~~— Immediately notify the manager, supervisor, Safety Program Manager, Safety & Training Manager, or Human Resources. immediately notify the manager or supervisor, Human Resources Manager, Safety & Training Manager, Safety & Training Supervisor, or Operations Manager, as appropriate.~~
- Using the silent alarm. Silent Alarms are available at both ~~Office~~ Administrative Assistant Location and in Dispatch. This silent alarm is used to notify emergency services in silence (active shooter, robbery etc.)
- Notification to staff by telephone, elevate, and verbal announcements.

Employees shall prioritize personal safety during an actual or potential workplace violence emergency. Employees are not required to obtain management approval before calling 911 or moving to a safer location. When safe and feasible, employees should disengage, create distance, move to safety, warn others, and request assistance. Employees should not pursue, physically restrain, or attempt to disarm a violent person except when necessary as a last resort for lawful self-defense or defense of others. During an emergency controlled by law enforcement or another emergency response agency, EDCTA personnel shall follow lawful directions and coordinate within the established Incident Command System (ICS) and National Incident Management System (NIMS) structure, as applicable.

Upon being notified of a workplace violence emergency, and if appropriate, the Administrator or designated “person-in-charge” will determine if emergency procedures should be activated and if evacuation or shelter-in-place procedures should be implemented. Evacuation maps and routes are placed conspicuously within the building.

Refer to ~~Appendix C~~ Appendix B for procedures on how to respond to specific workplace violence emergency scenarios and include effective procedures for evacuation or sheltering that are appropriate and feasible for the worksite.

Workplace Violence Hazard Assessment

~~A workplace hazard assessment will be conducted by the Administrator, and other selected employees, utilizing the Workplace Violence Prevention Hazard Assessment & Correction Form (Appendix B). An annual review of the past year’s workplace violence incidents will be conducted.~~ A workplace violence hazard assessment will be coordinated by the Safety & Training Manager and Human Resources Manager with participation from the Safety & Training Supervisor, Operations Manager, affected managers and supervisors, employees, and authorized employee representatives, as appropriate, utilizing the Workplace Violence Prevention Hazard Assessment & Correction Form (Appendix B). Assessments shall be specific to the hazards and corrective measures associated with each EDCTA work area and operation.

Inspections to identify and evaluate workplace violence hazards are performed according to the following

schedule:

- When the WVPP is first established.
- ~~Periodically scheduled.~~ At least annually and whenever operational changes or identified hazards warrant additional assessment.
- When new, previously unidentified workplace violence/security hazards are recognized.
- After each workplace violence incident or threat occur.

Transit-specific workplace violence hazard assessments shall consider, as applicable, passenger and public contact; fare and passenger-conduct disputes; ADA, mobility-device, service-animal, and securement interactions; employees working alone or in mobile workplaces; early-morning, nighttime, remote-stop, layover, transit-center, park-and-ride, and passenger-residence operations; operator isolation and escape paths; onboard cameras and operator barriers; Dispatch and radio communications; administrative and public-access areas; Maintenance shops, yard gates, fuel areas, parking lots, and contractor access; domestic violence or stalking concerns affecting the workplace; and prior workplace violence incidents, transit-worker assaults, and relevant PTASP/SMS safety information.

Workplace Violence Hazard Correction

Workplace violence hazards will be evaluated and corrected in a timely manner. The Administrator will implement the following procedures to correct the identified workplace violence hazards when observed, reported, or discovered:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those required to correct the existing condition. Employees tasked with resolving the hazard will be provided with appropriate protective measures based on the level of exposure.
- All corrective actions taken will be documented and dated on the appropriate forms. Such as the Workplace Violence Hazard Assessment and Correction form (~~Appendix C~~ Appendix B), or other tracking measures.

Post Incident Response and Investigation

~~After a workplace incident, the Administrator or their designee will implement the following post-incident procedures when appropriate:~~ After a workplace violence incident or credible threat, the Safety & Training Manager and Human Resources Manager shall coordinate the post-incident response and investigation. The Safety & Training Manager will lead or coordinate safety, hazard, evidence, and operational safety aspects of the investigation, while the Human Resources Manager will lead or coordinate personnel, employee-relations, retaliation, labor, confidentiality, and employment-related matters. The Safety & Training Supervisor, Operations Manager, managers, supervisors, and Dispatch may assist as assigned. The following post-

incident procedures will be implemented as appropriate:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Complete the Violent Workplace Violence Incident log (see Appendix A) for every workplace violence incident and ensure corrective actions are taken.
- Obtain any reports completed by law enforcement.
- Evaluate whether the incident requires additional safety risk assessment, mitigation, or monitoring through EDCTA's PTASP/SMS and whether applicable FTA, NTD, Cal/OSHA, workers' compensation, insurance, or internal reporting requirements apply.

Training & Instruction

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices.

Training will occur:

- When the WVPP is first established.
- When hired.
- Annually to ensure all employees understand and comply with the Plan.
- When a new or previously unrecognized workplace, violence hazards have been identified.
- When changes are made to the WVPP that affect employee responsibilities or workplace violence hazards. Training related to a new hazard or Plan change may be limited to the new hazard or change.

Employee training on workplace violence will include:

- A review of the WVPP, how to obtain a copy of the WVPP, and how to participate in the development and implementation of the WVPP.
- How to report workplace violence incidents or concerns to EDCTA or law enforcement, without fear of reprisal.

- Workplace violence risks that employees may encounter in their jobs.
- How to recognize the potential for violence and escalating behavior.
- General and personal safety measures.
- Strategies to de-escalate behaviors and to avoid physical harm.
- The EDCTA's alerts, alarms, or systems that are in place to warn of emergencies.
- Information about the EDCTA Employee Assistance Program.
- Information about the ~~Violent~~ Workplace Violence Incident Log and how to obtain copies of records pertaining to completed logs, hazard identification, evaluation and correction, and training records.
- Transit-specific de-escalation and assault-prevention procedures required by EDCTA's PTASP and applicable FTA requirements for employees whose duties are covered by those requirements.

Employees will always have opportunities for interactive questions and answers with Human Resources, Administrator, or a person knowledgeable about the EDCTA's WVPP. Employees shall be provided opportunities for interactive questions and answers with a person knowledgeable about EDCTA's Workplace Violence Prevention Plan during required workplace violence prevention training. The Human Resources Manager, Safety & Training Manager, Safety & Training Supervisor, or another qualified person knowledgeable about the Plan may provide or facilitate the interactive questions and answers.

Recordkeeping

Records of violent incidents (Violent Incident Log), workplace violence hazard identification, evaluation and correction, and incident investigations will be maintained for (5) five years. No records shall contain medical information. Records of workplace violence incidents (Workplace Violence Incident Log), workplace violence hazard identification, evaluation and correction, and workplace violence incident investigations shall be maintained for at least five (5) years from the end of the calendar year in which the applicable incident, hazard identification, evaluation, correction, or investigation occurred or was completed, as applicable. These records shall not contain medical information.

Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum of five (5) years. Training records shall include the training date, contents or a summary of the training session, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training. EDCTA will maintain workplace violence prevention training records for a minimum of five (5) years.

The written WVPP shall be available and easily accessible to employees, authorized employee representatives, and Cal/OSHA representatives at all times. Workplace violence hazard identification, evaluation, and correction records; training records;

and Workplace Violence Incident Logs shall be made available to employees and authorized employee representatives, upon request and without cost, for examination and copying within fifteen (15) calendar days of the request, as required by California Labor Code section 6401.9. All records required by California Labor Code section 6401.9 shall be made available to Cal/OSHA upon request.

Cal/OSHA Reporting of Work-Related Fatalities and Serious Injuries

~~EDCTA will immediately, but no later than 8 hours after awareness, report to Cal/OSHA any work-related death or serious injury or illness, including any due to workplace violence, of an employee occurring at the workplace or in connection with any employment.~~ EDCTA will immediately report to Cal/OSHA any work-related death or serious injury or illness, including any resulting from workplace violence, of an employee occurring in a place of employment or in connection with any employment. “Immediately” means as soon as practically possible, but no later than eight (8) hours after EDCTA knows, or with diligent inquiry would have known, of the death or serious injury or illness. If EDCTA can demonstrate that exigent circumstances exist that prevent reporting within the eight (8)-hour period, the report shall be made as soon as practically possible, but no later than twenty-four (24) hours after the incident.

~~A serious injury or illness (CCR330) is defined as:~~ A serious injury or illness, as defined by Title 8 CCR § 330(h), includes:

- ~~— Any inpatient hospitalization for more than observation~~ Inpatient hospitalization, regardless of the length of time, for other than medical observation or diagnostic testing.
- Amputation
- Loss of an eye
- ~~— Serious degree of permanent disfigurement.~~ Any serious degree of permanent disfigurement.

~~It does not include any injury, illness, or death caused by an accident on a public street or highway unless the accident occurred in a construction zone.~~ For purposes of Cal/OSHA’s definition of a “serious injury or illness,” the definition does not include an injury, illness, or death caused by an accident on a public street or highway unless the accident occurred in a construction zone.

Annual Review

EDCTA’s Workplace Violence Prevention Plan (WVPP) will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.

- As needed.

Review of the WVPP will include measures outlined in the Employee Active Involvement section as well as the following:

- A review of the incident investigations and ~~violent~~ Workplace Violence incident log.
- Assessment of the effectiveness of security systems, including alarms, emergency response, and available security personnel, if applicable.
- Review if violence risks are being properly identified, evaluated, and corrected.
- ~~Any~~ Any revisions should be made promptly and communicated to all employees.
- Review of employee and authorized employee representative input regarding workplace violence hazards, corrective measures, emergency response procedures, and training.
- Review of transit-worker assault incidents and trends and, when applicable, related PTASP/SMS safety risk assessments, safety risk mitigations, and monitoring of mitigation effectiveness.

Appendix A

WORKPLACE VIOLENCE INCIDENT LOG

This form must be completed for every record of violence in the workplace.

Incident ID # : Date of Incident	Date and Time of Incident:	Department (Circle One): Administration Operations
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Describe Incident (provide detailed description and information on the violence incident type. Include additional pages if needed):

Specific Location(s) of Incident & Workplace Violence Type (see definitions on other side, enter 1, 2, 3 or 4)

	☐ 1	☐ 2	☐ 3	☐ 4
	☐ 1	☐ 2	☐ 3	☐ 4

Where Incident Occurred:

☐ Office	☐ Parking L ot	☐ Outside of Building	☐ Outside of W orkplace
☐ Transit Vehicle	☐ Bus Stop	☐ Roadway	☐ Bus Yard

Type of Incident (check as many apply):

☐ Robbery	☐ Grabbed	☐ Pushed
☐ Verbal threat/harassment	☐ Kicked	☐ Scratched
☐ Sexual threat/harassment/assault	☐ Hit with an object	☐ Bitten
☐ Animal attack	☐ Shot (or attempted)	☐ Slapped
☐ Threat of physical force	☐ Bomb threat	☐ Hit with fist
☐ Threat of use of weapon or object	☐ Vandalism (of victim's property)	☐ Knifed (or attempted)
☐ Assault with a weapon or object	☐ Vandalism (of employer's property)	☐ Arson
☐ Robbery	☐ Other:	

Workplace violence committed by:

☐ Family or friend	☐ Client/Vendor	☐ Coworker
☐ Partner/Spouse	☐ Family or friend of client	☐ Manager/Supervisor
☐ Former Partner/Spouse	☐ Passenger	☐ Stranger w/criminal intent
☐ Parent/Relative	☐ Family or friend of Passenger	☐ Other:

Circumstances at time of incident:

☐ Employee performing normal duties	☐ Working in poor lighting	☐ Employee rushed
☐ Employee isolated or alone	☐ Unable to get help or assistance	☐ Working during low staffing levels
☐ Working in a community setting	☐ Working in unfamiliar/new location	☐ Other:

Consequences of incident:

Law enforcement/Security called? ☐ Yes ☐ No. If yes, explain:
Were actions taken to protect employees from continuing threats or other hazards? ☐ Yes ☐ No. If yes, explain:
Any injuries? ☐ Yes ☐ No. If yes, explain:
Emergency medical responders contacted, including on-site First Aid/CPR? ☐ Yes ☐ No. If yes, explain:
Did severity of injuries require reporting to Cal/OSHA? ☐ Yes ☐ No. If yes, enter date, time, and representative contacted:

Completed by:

Name:	Title:
Date:	Signature

Type of Violence:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, passengers, vendors, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Administrator for National Transit Database Reporting Purposes Only:

Who:

☐ Operator	☐ Other Transit Worker
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What:

☐ Physical Assault	☐ Non-physical Assault
---	---

Where:

☐ Transit Vehicle	☐ Revenue Facility
☐ In Non-Revenue Facility	

Appendix B

WORKPLACE VIOLENCE PREVENTION HAZARD ASSESSMENT & CORRECTION FORM

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase the EDCTA's vulnerability to workplace violence events.

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities.

Step 3: Develop a corrective action Plan with measurable goals and target dates.

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Yes	No	Building Exterior/Parking Lot	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Yes	No	Security Measures	Comments:
		Is there a response Plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there “drop safes” to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

STEP 3: DEVELOP CORRECTIVE ACTION PLAN

(Action Plan Types: BI – Building Interior, BE – Building Exterior, PA – Parking Area, SM – Security Measure)

Type	Action Item	Person(s) Responsible	Target Date	Status	Comments

Appendix C

WORKPLACE VIOLENCE EMERGENCY RESPONSE SCENARIOS & PROCEDURES

Workplace Violence Acts or Threats

Workplace violence is any act or threat of violence that occurs at the workplace. These incidents can include acts or threats of physical violence, intimidation, or harassment. Verbal abuse, physical assault, and homicide are all examples of workplace violence. We have zero tolerance toward all forms of violence.

FOUR TYPES OF WORKPLACE VIOLENCE

- **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
- **Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
- **Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.
- **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

EMPLOYEE WARNING SIGNS

Often, warning signs are observed in employees, customers, and others who may behave violently on a work site. These behaviors may include:

- Intimidation.
- Rude behavior toward fellow employees.
- Frequent arguments with co-workers or passengers.
- General aggressive behavior like hitting or kicking objects, breaking things, or screaming.
- Acts of revenge like stealing or property damage.
- Verbal wishes to harm other workers.

While there is no perfect way to predict violence will occur, any combination of these behaviors may be a signal.

Employees are encouraged to report these actions to their supervisor to prevent further escalation of any type of violent situation.

WARNING SIGNS FROM CUSTOMERS or PASSENGERS

- The person is not satisfied with any solutions you offer.
- Unreasonably agitated.
- Physical posturing (clenched fists).

If the verbal confrontation starts to escalate, remain calm, courteous, and stay neutral. Let them know you are contacting a manager to assist them further. Trust your intuition to determine if help is needed.

WHEN HELP IS NEEDED

- ~~• Continue to try and help the person by listening and providing feedback until law enforcement has arrived.~~
- ~~• If at any time you believe you are potentially in physical danger,
 - ~~▪ Remove yourself from the circumstance, if possible.~~
 - ~~▪ Radio dispatch.~~
 - ~~▪ Yell for help.~~~~
- ~~• If you are being assaulted:
 - ~~— Yell for help.~~
 - ~~— Look for a way to escape.~~
 - ~~— Act with aggression.~~~~

ON THE BUS

Transit Operators are often working on the job on their own. Transit Operators are trained, but not limited to the following:

- De-escalation tactics
 - Remain calm, think about your personal space, respect personal space from others, actively listening and empathize without judging
 - Communicate with appropriate tone, volume, slower rate of speech, provide choices
 - Position your body relaxed, hands down and visible, slow movements and a neutral facial expression
- If there is a concern for your safety or others safety, 10-code: 10-16 will initiate response from supervisor to begin viewing camera
- 10-code 10-34 will communicate to dispatch for immediate supervisor response
- 10-code 10-100 will communicate to dispatch to contact law enforcement
- If it is not safe to use any of the above 10-codes, use “Squirrel” over the radio. This will initiate emergency response.
- If a workplace violence incident, threat, disturbance, or other unsafe situation occurs while the transit vehicle is in motion:
 - The Transit Operator shall remain focused on the safe operation and control of the vehicle and shall not attempt to physically intervene in a passenger disturbance while the vehicle is moving.
 - As soon as reasonably practicable, the Transit Operator should move the vehicle to a safe location and safely stop and secure the vehicle, considering roadway conditions, traffic, passengers, the nature and location of the threat, and other surrounding circumstances.
 - The Transit Operator shall notify Dispatch using the appropriate radio communication or emergency code as soon as it can be accomplished safely.
 - If there is an immediate threat to life or safety, the Transit Operator shall request emergency assistance through Dispatch or contact 911 when it can be accomplished safely.
 - Once the vehicle is safely stopped and secured, the Transit Operator should follow applicable EDCTA emergency procedures and the de-escalation, disengagement, evacuation, or other protective measures appropriate to the circumstances.
 - The Transit Operator shall not resume operation of the vehicle until it is reasonably safe to do so and any immediate emergency or safety concern affecting continued operation has been addressed.
- If a verbal confrontation begins to escalate and you believe your safety or the safety of others may be at risk:
 - Disengage from the confrontation if it is safe to do so.

- Create distance between yourself and the individual.
- Move to a safe location whenever possible.
- Notify Dispatch by radio or telephone as soon as practical.
- Call 911 immediately if there is an immediate threat of violence or if anyone is in danger.
- Warn nearby employees, passengers, or members of the public when it is safe to do so.
- Do not attempt to physically restrain, pursue, or disarm the individual unless it is necessary as a last resort for lawful self-defense or defense of another person.
- If you are being physically assaulted:
 - Protect yourself.
 - Look for an opportunity to escape to a safe location.
 - Call for help by radio, telephone, or by yelling if necessary.
 - Contact 911 as soon as it is safe to do so.
 - Follow the instructions of responding law enforcement personnel.

PERSONAL SAFETY

- When leaving the building:
 - Be alert to your surroundings and look around the area outside before exiting the building. Do not use or look at your phone.
 - Attackers expect passive victims, so walk with a steady pace, appear purposeful, and project confidence.
- While in your vehicle:
 - Have your keys in your hand as you approach your vehicle so that you do not have to search for them.
 - Before entering your vehicle quickly check the back seat and around the vehicle for anything unusual.
 - Always lock your car doors as soon as you enter the vehicle.

Active Shooter

The three most common response options for an active shooter event are evacuate, hide out, or take action. During an active shooter event, employees need to be able to determine their best course of action for the situation they are facing.

CHARACTERISTICS OF AN ACTIVE SHOOTER SITUATION

An active shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated areas, typically through the use of firearms. Victims are typically selected at random. The event is unpredictable and evolves quickly. Law enforcement is usually required to end an active shooter situation.

HOW TO RESPOND

- 1. EVACUATE**
 - Have an escape route in mind.
 - Leave immediately.
 - Keep hands visible.
- 2. HIDE OUT**
 - Hide in an area out of the shooter's view.
 - Block the entry to your hiding place and lock doors, if possible.
 - Silence your cell phone.
- 3. TAKE ACTION**
 - Last resort when your life is in imminent danger.
 - Attempt to incapacitate the shooter.
 - Act with physical aggression and throw items at shooter(s).
 - Have an escape route in mind.

CALL 911 WHEN IT IS SAFE TO DO SO

When law enforcement arrives remain calm and follow all instructions.

- Put down any items in your hands (i.e., bags, jackets).
- Raise hands and spread fingers.
- Always keep your hands visible.
- Avoid quick movements toward officers.
- Avoid pointing, screaming, or yelling.
- Do not stop to ask officers for help or directions when evacuating.

Information to provide law enforcement when asked:

- Location of the active shooter.
- Number of shooters.
- Physical description of shooters.
- Type of weapons if known.

Training resources:

- [Department of Homeland Security](#)
- [DHS Active Shooter Preparedness Video](#)

Bomb Threat

Most bomb threats are false and primarily intended to elicit a response from building occupants. However, no bomb threat should be assumed fake. If a potentially harmful device is found, call 911 for assistance. If a bomb threat presents an immediate danger, or if a suspicious or potentially explosive device is discovered, employees shall immediately contact 911 when it is safe to do so. Emergency notification to law enforcement shall not be delayed while attempting to complete EDCTA's internal management notification process.

If a bomb threat is received by PHONE

- Remain calm and do not hang up, keep the caller on the line for as long as possible.
- Use Bomb Threat Checklist for guidance and to document the call.
- ~~If possible, signal other staff members to listen and notify Operations Manager and Executive Director immediately.~~ If possible, signal another staff member to listen and initiate appropriate emergency notification. Immediately notify the Safety & Training Manager and Human Resources Manager. The Operations Manager and Executive Director shall also be notified as appropriate based on the nature and circumstances of the threat.
- If the phone has a display, copy the number and/or letters on the display.
- Write down the exact wording of the threat.
- Record the call, possible.
- ~~If the threat is left on your voicemail, do not erase and immediately notify the Operations Manager and Executive Director.~~ If the threat is left on voicemail, do not erase or alter the message. Immediately notify the Safety & Training Manager and Human Resources Manager. The Operations Manager and Executive Director shall also be notified as appropriate based on the nature and circumstances of the threat.

If received a WRITTEN bomb threat

- ~~Handle the document as little as possible and immediately notify your supervisor and then Operations Manager and Executive Director.~~ Handle the document as little as possible and immediately notify your Manager or Supervisor and the Safety & Training Manager and Human Resources Manager. The Operations Manager and Executive Director shall also be notified as appropriate based on the nature and circumstances of the threat.
- ~~Note date, time and location found.~~ Note the date, time, location, and nature of the written threat, including the circumstances in which it was found or received.
- Secure the document and do not alter in either way.

If you receive a SOCIAL MEDIA or EMAIL threat:

- Do not turn it off or log out of the account.
- Leave the message open on the device.
- Take a screenshot or copy the message and subject line.
- Note the date and time.
- ~~Notify Supervisor and then Operations Manager and Executive~~ Immediately notify your Manager or Supervisor and the Safety & Training Manager and Human Resources Manager. The Operations Manager and Executive Director shall also be notified as appropriate based on the nature and circumstances of the threat.

POSSIBLE EVACUATION

- Law enforcement will be called and follow their instructions.
- The decision to evacuate is handled on a case-by-case basis on instructions given by law enforcement.

DO NOT: Use two-way radios or cellular phones in close proximity to a suspicious item ~~and~~ **DO NOT TOUCH** ~~Do Not Touch~~ or move a suspicious item.

BOMB THREAT CHECKLIST

Telephone Procedures

DATE: _____ TIME RECEIVED: _____ : _____ AM/PM CONCLUDED: _____ : _____ AM/PM

- REMAIN CALM, BE COURTEOUS, LISTEN TO, AND DO NOT INTERRUPT THE CALLER
- GET ATTENTION OF ANOTHER PERSON - GIVE NOTE SAYING "CALL POLICE - BOMB THREAT" 911
- IF YOUR PHONE HAS CALLER ID DISPLAY, RECORD NUMBER OF INCOMING CALL _____
- WRITE DOWN EXACT WORDS OF THE CALLER AND THREAT
- DON'T HANG UP THE PHONE. LEAVE LINE OPEN
- NOTIFY A SUPERVISOR

TRY TO KEEP THE CALLER ON THE PHONE AND TALKING BY ASKING THE FOLLOWING QUESTIONS:

1. WHEN WILL IT EXPLODE? AT WHAT TIME? _____
2. WHERE IS IT LOCATED? _____
3. WHAT DOES IT LOOK LIKE? _____
4. WHAT KIND OF BOMB IS IT? _____
5. WHAT WILL SET IT OFF? _____
6. WHY ARE YOU DOING THIS? _____
7. WHO Are YOU? _____
8. ARE YOU AWARE THAT IT COULD KILL OR INJURE INNOCENT PEOPLE IN ADDITION TO THOSE YOU INTEND TO HURT? _____

DESCRIPTION OF CALLER (check all that apply)

Sex: Male _____ Female _____ Unknown _____ Approximate Age _____

Voice	Speech	Language	Behavior	Background Noises
☐ Clean	☐ Accented	☐ Educated	☐ Agitated	☐ Airport
☐ Distorted	☐ Deliberate	☐ Foreign	☐ Angry	☐ Animals
☐ Loud	☐ Distinct	☐ Foul	☐ Blaming	☐ Baby
☐ Muffled	☐ Fast	☐ Intelligent	☐ Calm	☐ Birds
☐ Nasal	☐ Hesitant	☐ Irrational	☐ Fearful	☐ General Noise
☐ Pitch-High	☐ Lisp	☐ Rational	☐ Laughing	☐ Guns Firing
☐ Pitch-Med	☐ Slow	☐ Slang	☐ Nervous	☐ Gymnasium
☐ Pitch-Low	☐ Slurred	☐ Uneducated	☐ Righteous	☐ Machinery
☐ Pleasant	☐ Stuttered	☐ Unintelligible	☐ Other:	☐ Music
☐ Raspy	☐ If Accented,	☐ If Foreign,		☐ Party
☐ Smooth	Describe:	Describe:		☐ Quiet
☐ Soft				☐ Restaurant
☐ Squeaky				☐ Talking
☐ Unclear				☐ Tavern/Bar
☐ Other				☐ Television
				☐ Traffic
				☐ Train
				☐ Typing
				☐ Water/Wind
				☐ Other:

Name Of Person Receiving Call: _____

Phone Number Threat Was Received On: _____

Name Of Possible Suspect: _____

Civil Unrest

Civil unrest events are often associated with riots, looting, or protests. In these instances, sheltering-in-place is an action taken to protect the building occupants from external hazards, minimizing the chance of injury and/or providing the time necessary to allow for a safe evacuation.

SHELTER IN PLACE

If there is a need to shelter-in-place, the person-in-charge will advise employees and guests of the emergency. Please note employees and guests cannot be forced to shelter-in-place.

- The person-in-charge will collect the names of everyone in the shelter area.
- If possible, the business voicemail recording will be updated to indicate the building is closed due to the emergency.
- If the civil unrest includes hazardous chemicals, the HVAC systems may be shut off.
- If in danger of broken glass, window shades will be closed.
- Emergency supplies will be moved to the shelter area.
- EDCTA will listen/read available mediums (radio, internet) for further instructions until we are told all is safe or to evacuate.

Medical Emergency

CPR/AED

NON-Trained Responder:

- Call 911 and designate a person to direct EMS personnel as they arrive.
- Do not move a person unless absolutely necessary.

Trained and Certified CPR Responder Only:

- Designate someone to call 911 and direct EMS when they arrive.
- Check the person for responsiveness.
- Conduct a primary assessment (breathing) while checking responsiveness.
- Initiate CPR and/or AED if necessary.

FIRST AID ONLY

Non-Trained First Aid Responder:

- Call 911 and designate a person to direct EMS as they arrive.
- Do not move a person unless absolutely necessary.
- Use universal precautions, such as disposable gloves, and a face mask if comforting person while waiting.

Trained First Aid Responder Only:

- Designate someone to call 911 (if necessary) and direct EMS as they arrive.
- Do not move the person unless absolutely necessary.
- Use universal precautions, such as disposable gloves, face masks.
- Follow any directions provided by the 911 operator.
- Designate a person to direct EMS personnel as they arrive.
- Provide person information to the EMS personnel.

SUSPICIOUS PACKAGE

Explosives or other life-threatening items can be enclosed in either a parcel or an envelope, and its outward appearance is limited only by the imagination of the sender. However, suspicious packages have exhibited some unique characteristics that might assist you. To apply these factors, it is important to know the type of mail normally received.

CHARACTERISTICS TO LOOK FOR IN A SUSPICIOUS PACKAGE OR LETTER

- Restricted endorsements such as "personal" or "private." This is important when the addressee does not normally receive personal mail at the office.
- The addressee's name and/ title might be inaccurate.
- Distorted handwriting, or the name and address might be prepared with homemade labels or cut-and-paste lettering.
- Protruding wires, aluminum foil or oil stains visible.
- Emit a peculiar odor.
- Envelopes might feel rigid or appear uneven or lopsided.
- Unprofessionally wrapped with several combinations of tape. Might be endorsed "Fragile-Handle with Care" or "Rush-Do Not Delay."
- Making a buzzing, ticking noise, or sloshing sound.

IF YOU SUSPECT A SUSPICIOUS PACKAGE OR LETTER

- Do not take a chance. Immediately call 911.
- Do not move, alter, open, examine, or disturb the article.
- Do not put in water or a confined space such as a desk drawer or filing cabinet.
- Isolate the suspicious package or article and clear the immediate area until law enforcement arrives.

AGENDA ITEM 1 H
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Ryan Robinson, Safety & Training Manager

SUBJECT: Updated Drug and Alcohol Policy

REQUESTED ACTION:
BY MOTION,

**Adopt Resolution No. 26-27 approving updates to the El Dorado
County Transit Authority Drug and Alcohol Policy**

BACKGROUND

The Federal Transit Administration (FTA) requires recipients of federal transit funding to maintain a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655. El Dorado County Transit Authority maintains a Drug and Alcohol Policy governing federally mandated drug and alcohol testing for employees performing safety-sensitive functions, as well as Agency-authority testing applicable to non-safety-sensitive employees.

The Board previously received a comprehensively updated draft of the Drug and Alcohol Policy in December 2025. Following that update, staff conducted additional reviews and made targeted revisions to improve clarity, distinguish FTA/DOT requirements from Agency-authority requirements, and incorporate additional regulatory and administrative updates.

The revised Drug and Alcohol Policy was submitted to the Federal Transit Administration for review. FTA reviewed the policy in its entirety, including the revisions reflected in the attached redline, and confirmed that the policy complies with applicable FTA drug and alcohol regulatory requirements. Staff subsequently incorporated the changes resulting from the FTA review into the policy presented for Board consideration. Unlike the comprehensive rewrite previously presented to the Board, the current revisions consist of targeted updates to the policy and are shown in the attached redline version.

DISCUSSION

The revisions clarify which provisions apply to FTA/DOT safety-sensitive employees and which provisions are established solely under El Dorado County Transit Authority policy for non-safety-sensitive employees. The policy more clearly identifies safety-sensitive and non-safety-sensitive employees, specifies the applicable testing categories for each group, and reinforces

that Agency-authority non-DOT testing does not alter or expand federally mandated FTA/DOT testing requirements. That distinction is expressly established in the revised policy.

Additional revisions identify the Safety & Training Manager as the Designated Employer Representative (DER) and the Safety & Training Supervisor as the Backup DER; clarify non-DOT reasonable-suspicion and vehicle post-accident testing provisions; clarify the Agency's zero-tolerance consequences for positive drug tests, alcohol test results at or above 0.04, and test refusals; and state the Agency's responsibility for ensuring timely split-specimen testing without conditioning the test on direct employee payment or reimbursement. The revised policy specifically contains the split-specimen payment requirement. The policy also updates covered position titles, adds a separate attachment identifying non-safety-sensitive positions, and makes related administrative and organizational revisions throughout the document.

The revised attachments separately identify safety-sensitive and non-safety-sensitive positions. These changes provide greater clarity for administration of the Agency's Drug and Alcohol Program and clearly distinguish federally mandated requirements from provisions established under Agency authority. The policy presented for adoption has undergone review by the Federal Transit Administration, and FTA has confirmed its compliance with applicable federal drug and alcohol testing requirements.

A blueline version showing the revisions is included with the agenda packet. Upon Board approval, the updated Drug and Alcohol Policy will replace the currently adopted policy.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-27**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY
ADOPTION OF WORKPLACE VIOLENCE PREVENTION PLAN**

WHEREAS, the Federal Transit Administration (FTA) requires public transportation agencies receiving applicable federal transit funding to establish, implement, and maintain a Drug and Alcohol Testing Program in compliance with 49 Code of Federal Regulations (CFR) Parts 40 and 655, as amended; and

WHEREAS, the El Dorado County Transit Authority (“El Dorado Transit”) maintains a Drug and Alcohol Policy governing federally mandated drug and alcohol testing for employees performing safety-sensitive functions and Agency-authority drug and alcohol testing applicable to non-safety-sensitive employees; and

WHEREAS, the Board of Directors previously adopted an updated El Dorado County Transit Authority Drug and Alcohol Policy by Resolution No. 26-04 on February 5, 2026; and

WHEREAS, staff has subsequently reviewed and revised the Drug and Alcohol Policy to improve clarity, distinguish FTA/DOT requirements applicable to safety-sensitive employees from Agency-authority requirements applicable to non-safety-sensitive employees, and incorporate additional regulatory and administrative updates; and

WHEREAS, the revisions further clarify covered safety-sensitive and non-safety-sensitive positions, applicable testing requirements, Designated Employer Representative (DER) responsibilities, non-DOT reasonable-suspicion and vehicle post-accident testing, consequences under the Agency’s zero-tolerance policy, and split-specimen testing requirements; and

WHEREAS, the updated policy identifies the Safety & Training Manager as the Designated Employer Representative (DER) and the Safety & Training Supervisor as the Backup DER, and further distinguishes federally mandated FTA/DOT testing from testing conducted solely under El Dorado County Transit Authority policy; and

WHEREAS, the updated Drug and Alcohol Policy was submitted to the Federal Transit Administration (FTA) for review, and the FTA reviewed the entire policy and approved it for compliance; and

WHEREAS, adoption of the updated Drug and Alcohol Policy will provide greater clarity in the administration of the Agency’s Drug and Alcohol Program, maintain compliance with applicable federal requirements, support public and employee safety, and reinforce El Dorado Transit’s commitment to a safe and drug-free workplace.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board hereby adopts the updated

Drug and Alcohol Policy of the El Dorado County Transit Authority, which shall supersede and replace the Drug and Alcohol Policy previously adopted by Resolution No. 26-04.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of the Board held on the 3rd day of September 2026, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

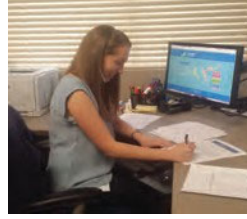
Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board



EL DORADO TRANSIT



Drug and Alcohol Policy

DRAFT February 5, 2026

Prepared by: El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Certain portions of this policy are not FTA-mandated but reflect El Dorado County Transit Authority's policy. These additional provisions are identified by **bold text**.

This policy contains two separate drug and alcohol testing programs. Employees performing FTA/DOT safety-sensitive functions are subject to all applicable requirements of 49 CFR Parts 40 and 655. **Employees who do not perform FTA/DOT safety-sensitive functions are not subject to those federal testing requirements but are subject to non-DOT drug and alcohol testing under El Dorado County Transit Authority policy as specifically identified within this document.**

Whenever this policy references requirements imposed by FTA or DOT regulations, those provisions apply only to employees performing safety-sensitive functions as defined by 49 CFR Part 655.

Agency-specific provisions appearing in bold apply only as described and do not alter or expand federally mandated testing requirements.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All El Dorado County Transit Authority employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Safety & ~~Training~~Program Manager in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

2. Covered Employees

~~This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, Section 655.4.~~

~~You are a covered employee if you perform any of the following:~~

- ~~• Operating a revenue service vehicle, in or out of revenue service~~
- ~~• Operating a non-revenue vehicle requiring a commercial driver’s license~~
- ~~• Controlling movement or dispatch of a revenue service vehicle~~
- ~~• Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service~~
- ~~• Carrying a firearm for security purposes~~

~~See Attachment A for a list of covered positions by job title.~~

This policy applies to every applicant, employee, volunteer, contractor, or transferee who performs or may perform a safety-sensitive function as defined by 49 CFR §655.4.

Employees performing safety-sensitive functions are subject to all applicable Federal Transit Administration (FTA) and U.S. Department of Transportation (DOT) drug and alcohol testing requirements.

Safety-sensitive functions include:

- Operating a revenue service vehicle whether or not the vehicle is in revenue service
- Operating a non-revenue service vehicle requiring a Commercial Driver License
- Controlling the movement or dispatch of a revenue service vehicle
- Maintaining, repairing, overhauling, rebuilding, or servicing a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

Employees who do not perform safety-sensitive functions are not subject to FTA/DOT drug and alcohol testing requirements under 49 CFR Part 655.

As an El Dorado County Transit Authority policy, non-safety-sensitive employees are subject to non-DOT drug and alcohol testing under the circumstances identified in this policy. Non-DOT testing is conducted solely under Agency policy and is not performed pursuant to FTA or DOT regulations.

See Attachment A for covered safety-sensitive positions and **Attachment B for non-safety-sensitive positions.**

Definitions

Safety-Sensitive Employee (FTA/DOT)

A Safety-Sensitive Employee is any employee who performs one or more safety-sensitive functions identified in 49 CFR §655.4.

Employees in these positions are subject to all applicable FTA and DOT drug and alcohol testing requirements including:

- Pre-employment
- Random
- Reasonable Suspicion
- Post-Accident
- Return-to-Duty
- Follow-Up

The El Dorado County Transit Authority Designated Employer Representative (DER) is the Safety & Training Manager. The Safety & Training Supervisor serves as the designated Backup DER and is authorized to perform DER responsibilities when acting on behalf of the DER or when the DER is unavailable.

Non-Safety-Sensitive Employee (Agency Policy)

A Non-Safety-Sensitive Employee is an employee whose assigned job duties do not include the performance of any safety-sensitive function defined by 49 CFR Part 655.

These employees are not subject to federally mandated FTA/DOT drug and alcohol testing.

However, El Dorado County Transit Authority requires certain non-DOT testing under Agency policy to promote workplace safety and maintain a drug-free workplace.

Non-DOT testing may include:

- Pre-Employment
- Reasonable Suspicion
- Post-Accident

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- Marijuana
- Cocaine
- Phencyclidine (PCP)
- Opioids
- Amphetamines
- ~~Fentanyl~~

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

5. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs). In addition to these federally required consequences, and in accordance with the Zero Tolerance provisions of this policy, the employee will be terminated from employment with El Dorado County Transit Authority.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per El Dorado County Transit Authority policy, any employee who tests positive for drugs

or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

4. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements. All El Dorado County Transit Authority employees are subject to this category of testing as part of the agency's Drug and Alcohol Program. Safety-sensitive employees are subject to this testing in accordance with 49 CFR Part 655. Non-safety-sensitive employees may be subject to Non-DOT testing under El Dorado County Transit Authority policy as specifically identified within this policy.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when El Dorado County Transit Authority has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. All El Dorado County Transit Authority employees are subject to this category of testing as part of the agency's Drug and Alcohol Program.

Non-DOT Reasonable Suspicion

Non-safety-sensitive employees may be required to submit to Non-DOT reasonable suspicion drug and/or alcohol testing whenever a trained supervisor or manager has reasonable suspicion to believe the employee is under the influence of drugs or alcohol

while performing work duties.

Reasonable suspicion shall be based upon specific, contemporaneous, articulable observations concerning appearance, behavior, speech, body odors, performance, or other objective indicators of impairment.

This testing is conducted solely under El Dorado County Transit Authority policy and is not required by FTA or DOT regulations.

Post-Accident Testing

DOT Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances.

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by El Dorado County Transit Authority using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by El Dorado County Transit Authority using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered

employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. ~~All El Dorado County Transit Authority employees are subject to this category of testing as part of the agency's Drug and Alcohol Program.~~

Non-DOT Post-Accident Testing

Non-safety-sensitive employees may be required to submit to non-DOT drug and/or alcohol testing following a vehicle accident whenever management determines testing is appropriate based upon the facts and circumstances of the incident.

Factors considered may include:

- Injury requiring medical treatment
- Property damage
- Unsafe acts
- Reasonable possibility employee impairment contributed

This testing is conducted solely under Agency policy and is not required by FTA or DOT regulations.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, El Dorado County Transit Authority will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. El Dorado County Transit Authority guarantees that the split specimen test will be conducted in a timely fashion. [El Dorado County Transit Authority will pay all costs necessary to ensure that the split specimen test is conducted in a timely manner and will not condition the testing upon the employee's direct payment or agreement to reimburse the Agency.](#)

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by El Dorado County Transit Authority.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or El Dorado County Transit Authority.
- (7) Fail to undergo a medical evaluation as required by the Medical Review Officer (MRO) or El Dorado County Transit Authority's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Safety

Program Manager who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Safety & Training Program Manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

~~For questions about El Dorado County Transit Authority's anti-drug and alcohol misuse program, contact the Safety Program Manager.~~

For questions regarding El Dorado County Transit Authority's Drug and Alcohol Program, employees should contact the **Safety & Training Manager, who serves as the Designated Employer Representative (DER).**

In the absence of the Safety & Training Manager, employees may contact the Safety & Training Supervisor, who serves as the Agency's designated Backup Designated Employer Representative (Backup DER) and is authorized to perform DER responsibilities when acting on behalf of the DER or when the DER is unavailable.

Attachment A: Covered Positions - Safety-Sensitive Positions

- **Operations Manager**
- **Safety & Training~~Program~~ Manager**
- **Safety & Training Supervisor**
- **Planning & Marketing Manager**
- **Executive Director**
- **Fleet~~Maintenance~~ & Facilities Supervisor**
- **Fleet & Facilities Lead**
- **Fleet Mechanic I~~Equipment Technician I~~**
- **Fleet Mechanic II~~Equipment Technician II~~**
- **Parts & Maintenance Specialist~~Maintenance Technician~~**
- **Fleet & Facilities Custodian**
- **~~Transit~~ Operations Supervisor**
- **~~Transit~~ Dispatcher**
- **Transit Operator (Bus Operator)**

Attachment B: Non-Safety-Sensitive Positions

The following positions are not considered safety-sensitive under 49 CFR Part 655.

Employees in these positions are not subject to FTA/DOT random, pre-employment, return-to-duty, or follow-up testing.

However, these employees remain subject to El Dorado County Transit Authority Non-DOT Drug and Alcohol Testing as described in this policy.

- **Executive Assistant / Clerk of the Board**
- **Human Resources Manager**
- **Administrative Assistant**
- **Fiscal Manager**
- **Fiscal & Grants Analyst**
- **Payroll Specialist**
- **Fiscal Specialist**

AGENDA ITEM 1 I
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Adoption of Resolution No. 26-28 and Revised Memorandum of Understanding for Special District Risk Management Authority Health Benefits

REQUESTED ACTION:
BY MOTION,

1. Adopt Resolution No. 26-28 approving the revised Memorandum of Understanding and authorizing continued participation in the designated Special District Risk Management Authority Health Benefits Program coverages
2. Authorize the Executive Director to execute the revised Memorandum of Understanding and related program documents necessary to continue participation

BACKGROUND

On August 4, 2022, the El Dorado County Transit Authority (El Dorado Transit) Board of Directors adopted Resolution No. 22-19 approving a Memorandum of Understanding (MOU) with the Special District Risk Management Authority (SDRMA) and authorizing participation in the Public Risk Innovation, Solutions and Management (PRISM) Small Group Program. The original action supported El Dorado Transit's enrollment in available ancillary health benefits, including the Employee Assistance Program.

SDRMA has provided a revised MOU for participating public entities. The revised agreement updates the terms governing program administration, eligibility, premiums, benefits, program funding, withdrawal, dispute resolution, and future amendments. Board approval and execution of the revised MOU are requested to maintain El Dorado Transit's participation under the updated program terms.

DISCUSSION

The revised MOU clarifies that SDRMA administers enrollment for the PRISM Health and/or Employee Benefits Small Group Program, while the applicable PRISM committee establishes

program terms, coverage, rates, premiums, and assessments. It also adds and expands definitions for the Committee, Coverage Documents, Program Participation Agreement, Program, and Program Documents.

Additional revisions clarify the application and underwriting-approval process; identify eligible participant groups; describe premium calculations, SDRMA administrative fees, billing requirements, late-payment penalties, and possible termination for nonpayment; and confirm that benefit selections remain subject to any applicable agreement with recognized employee organizations and approval by the program underwriter.

The revised MOU also expands the provisions governing program funding, assessments, and dividends. The withdrawal notice period increases from 90 days to at least 120 days before January 1 of the subsequent calendar year, with an October 1 deadline to rescind a notice of withdrawal and a three-year waiting period before re-entry. New provisions establish binding arbitration in Sacramento, clarify the amendment process, and permit SDRMA to terminate participation at the next annual renewal if an entity does not execute a required amendment by the stated deadline.

FISCAL IMPACT

There is no immediate fiscal impact associated with adoption of Resolution No. 26-28 and execution of the revised MOU. Existing program premiums and administrative fees will continue to be paid through the adopted budget at the applicable rates. The revised MOU provides for a late-payment penalty of one percent of an unpaid balance beginning 30 calendar days after the invoice due date and allows the applicable PRISM committee to impose assessments if program funding is insufficient. Any future rate changes or assessments will be addressed through the appropriate budget process.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-28**

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF EL DORADO
COUNTY TRANSIT AUTHORITY APPROVING THE FORM OF AND
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH
BENEFITS PROGRAM**

WHEREAS, El Dorado County Transit Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of the Board held on the 3rd day of September 2026, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "PROGRAMprogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the PROGRAMprogram (the "COMMITTEEcommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the PROGRAMprogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be

completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

12. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express-sole~~ purpose of enrolling in the ~~P~~rogram~~ROGRAM~~.

23. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the ~~P~~rogram~~ROGRAM~~ by ~~making application through executing and all forms prescribed by SDRMA.~~ SDRMA shall submit the completed forms to which shall be subject to approval by the ~~P~~rogram~~ROGRAM~~'s Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's and governing documents and in accordance with the Program's ~~applicable~~ eligibility guidelines.

34. MAINTENANCE OF EFFORT. ~~P~~rogram ~~ROGRAM~~ ~~is designed to provide an alternative provides~~ health benefits ~~solution~~ to all ~~participants~~ active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ~~of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the ~~P~~rogram~~ROGRAM~~ only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

45. PREMIUMS. ENTITY ~~understands~~ agrees and acknowledges that premiums and rates for the ~~P~~rogram ~~ROGRAM~~ are set by the ~~COMMITTEE~~ Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly ~~premiums based upon rates established amount billed by SDRMA~~ for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.~~

~~Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.~~

- ~~56.~~ **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program ~~ROGRAM~~ and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program~~ROGRAM~~ underwriter for approval.
- ~~6.~~ **COVERAGE DOCUMENTS.** ~~Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~
- ~~7.~~ **PROGRAM FUNDING.** ~~It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

98. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its

~~intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.~~ Once ENTITY withdraws from the ~~Program~~ROGRAM, there is a 3-year waiting period to come back into the ~~Program~~ROGRAM, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

~~9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.~~

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related ~~P~~rogramROGRAM ~~documents~~Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the

~~right of either party thereafter to enforce each and every such provision may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any If ENTITY who fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate shall be deemed to have withdrawn this MEMORANDUM and ENTITY'S Program Participation Agreement from the PROGRAM effective as of on the next annual renewal date.~~

~~1716.~~ EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~1817.~~ EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Agency ENTITY Name

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER “MEMORANDUM”) IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER “SDRMA”) AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER “ENTITY”) WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. “Committee” means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. “Coverage Documents” means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. “Program Participation Agreement” means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

El Dorado County Transit Authority

AGENDA ITEM 1 J
Consent Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Jenelle Sathre, Fiscal Manager

SUBJECT: Transportation Development Act (TDA) for Fiscal Year
2025/26 State of Good Repair Funds Actual Allocation and Claim

REQUESTED ACTION:

BY MOTION,

**Adopt Resolution No. 26-29 authorizing the Executive Director to
submit a claim for Transportation Development Act (TDA) State of
Good Repair (SGR) funds for Fiscal Year 2025/26**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) operates in part with funding from the Transportation Development Act (TDA) which includes the Local Transportation Fund (LTF) and State Transit Assistance (STA) and the recently enacted State of Good Repair (SGR) funds. The SGR funds are from a portion of the Transportation Improvement Fee created from State Bill (SB) 1, the Road Repair and Accountability Act of 2017.

DISCUSSION

El Dorado Transit has prepared a claim for \$336,032.89 for Fiscal Year (FY) 2025/26 Transportation Development Act State of Good Repair funds based on the allocation and interest earned as provided by the El Dorado County Transportation Commission (EDCTC). The complete SGR claim packet is available for review during regular business hours at the El Dorado Transit office – 6565 Commerce Way, Diamond Springs, CA.

FISCAL IMPACT

The requested \$329,420.00 in principal and \$6,612.89 interest has been adjusted for the financial and compliance audit being held October 12th through the 16th, 2026.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-29**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT A
CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) STATE OF GOOD
REPAIR (SGR) FUNDS**

WHEREAS, the SGR fund was established due to funding from Senate Bill (SB) 1, The Road Repair and Accountability Act of 2017; and

WHEREAS, on May 1, 2025, the Fiscal Year 2025/26 SGR Fund estimated allocation of \$328,416.00 was approved by the El Dorado County Transportation Commission (EDCTC); and

WHEREAS, on June 5, 2025, the EDCTC authorized the Bus Parking Lot Repair and Rehabilitation as the primary project to be funded by the Fiscal Year (FY) 2025/26 SGR Program; and

WHEREAS, the State's Controller's Office issued the FY 2025/26 SGR fund report of the actual total amount of \$329,420.00; and

WHEREAS, the El Dorado County Transit Authority intends to use its TDA SGR funding to finance the approved primary project of the Bus Parking Lot Rehabilitation.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director or the designated representative shall be authorized to file a claim for the TDA SGR per Sections 99313 and 99314 funding for transit services for fiscal year 2025/26 as follows:

Bus Parking Lot Rehabilitation	\$329,420.00
Interest Earned	\$ 6,612.89

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 3rd day of September, 2026 by the following vote of said Board:

AYES: NOES: ABSTAIN: ABSENT:

Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Brian James, Executive Director

SUBJECT: Memorandum of Understanding with the City of Placerville for the Mosquito Park and Ride Bus Stop and Public Restroom Facility

REQUESTED ACTION:
BY MOTION,

- 1. Approve the Memorandum of Understanding (MOU) between the El Dorado County Transit Authority and the City of Placerville for the use, operation, maintenance, and upkeep of the Mosquito Park and Ride Bus Stop and Restrooms**
- 2. Authorize the Executive Director to execute the MOU on behalf of the El Dorado County Transit Authority**

BACKGROUND

The City of Placerville owns the Mosquito Park and Ride facility located at 2984 Mosquito Road, Placerville, California 95667 which is also referred to as Placerville Station. The facility includes a public transit bus stop, restroom facilities, a seating area, and a parking lot.

The El Dorado County Transit Authority (El Dorado Transit) utilizes the facility in connection with its public transit operations and desires to continue working collaboratively with the City of Placerville to ensure that the facility remains clean, safe, functional, and available for the benefit of transit passengers and the public.

The proposed MOU establishes the respective responsibilities of El Dorado Transit and the City of Placerville for the operation, cleaning, maintenance, and use of the facility.

DISCUSSION

Under the proposed MOU, El Dorado Transit would be responsible for routine inspections and cleaning of the bus stop and restroom facilities. Specific responsibilities include:

- Conducting daily inspections of the bus stop and restroom.
- Cleaning restroom fixtures and floors with disinfectants as needed, but no less than weekly.
- Removing trash from the restrooms and seating area daily.

- Power washing the exterior of the bus stop, sidewalk, and seating area as needed, but no less than monthly.
- Cleaning glass and windows as needed, but no less than weekly.
- Removing graffiti as necessary.
- Providing paper products, cleaning equipment, and cleaning solutions.
- Complying with applicable laws related to cleaning and maintaining the bus stop.
- Promptly reporting maintenance and upkeep issues to the City that may affect the intended use of the facility.

The City of Placerville would remain responsible for oversight, maintenance, and upkeep necessary to keep the facility in good working order. This includes the bus stop structure, interior and exterior walls, sidewalks and walking paths, electrical and plumbing systems and fixtures, floors and roof, restroom, parking lot, and landscaping.

The City would also be responsible for enforcement of parking regulations and would coordinate with El Dorado Transit regarding parking lot usage and improvements.

The MOU would become effective upon execution and remain in effect through June 30, 2031, subject to renewal by mutual agreement of the Parties. Either Party may terminate the MOU, with or without cause, upon providing thirty (30) days' written notice to the other Party.

Staff recommends that the Board approve the Memorandum of Understanding between El Dorado Transit and the City of Placerville for the Mosquito Park and Ride Bus Stop and authorize the Executive Director to execute the agreement on behalf of El Dorado Transit.

FISCAL IMPACT

The proposed MOU provides that each Party will bear its own costs unless otherwise agreed to in writing.

El Dorado Transit will incur routine costs associated with its responsibilities under the MOU, including cleaning supplies and paper products. No additional staff time will be necessary to perform inspections and cleaning activities. These activities are consistent with the Agency's ongoing transit facility maintenance and operating responsibilities and can be accommodated within existing resources.

COST SUMMARY

Annual Cleaning Supplies and Paper Products	<u>\$1,500</u>
<i>Total Project Cost</i>	<i>\$1,500</i>

FUNDING SOURCES

Transportation Development Act (TDA) Funds	<u>\$1,500</u>
<i>Total Revenue</i>	<i>\$1,500</i>

Memorandum of Understanding (MOU)
Mosquito Park and Ride Bus Stop and Public Restroom Facility

This MOU Agreement for the use and operation of the Mosquito Park and Ride facility is entered into on September 3, 2026, by and between the El Dorado County Transit Authority ("TRANSIT") and the City of Placerville ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, the CITY owns a bus stop and parking lot at the Mosquito Park and Ride facility located at 2984 Mosquito Rd, Placerville, CA 95667 (bus stop). The bus stop includes restroom facilities, a seating area, and a parking lot;

WHEREAS, TRANSIT operates public transit services utilizing the bus stop for their passengers and staff;

WHEREAS, the Parties desire to collaborate to ensure efficient operation of the bus stop and public restroom for public benefit;

NOW, THEREFORE, the Parties agree as follows:

PURPOSE

This MOU establishes the respective roles for operation, maintenance, and use of the Mosquito Park and Ride bus stop, restroom and parking lot.

TRANSIT agrees to:

- A. Make daily inspections of the bus stop and restroom.
- B. Clean the bus stop and restroom as described below:
 - 1. Restroom cleaning, including cleaning all fixtures and floors with disinfectants for sanitation and usability as needed, but no less than weekly.
 - 2. Trash removal in restrooms and seating area daily.
 - 3. Power washing exterior of bus stop, sidewalk, and seating area as needed, but no less than once per month.
 - 4. Glass and window cleaning as needed, but no less than weekly.
 - 5. Graffiti removal, as necessary.
 - 6. Supply paper products, cleaning equipment and cleaning solutions.
- C. Compliance with all laws applicable to cleaning the bus stop.
- D. Prompt reporting of maintenance and upkeep issues that may impact use of the bus stop for its intended purpose to the CITY.

Responsibilities of CITY:

- A. Oversight, maintenance, and upkeep to keep the following in good working order:
 - 1. bus stop structure, which includes but is not limited to, the interior and exterior walls, sidewalks and walking paths, electricity and plumbing, including all fixtures, floor and roof, restroom, parking lot, and landscaping

- B. Enforcement of parking regulations.
- C. Coordination with TRANSIT on parking lot usage and improvements.

TERM AND TERMINATION

This MOU is effective upon execution and shall terminate on June 30, 2031, subject to renewal by mutual agreement. Either party may terminate with thirty (30) days written notice with or without cause.

FINANCIAL PROVISIONS

Each party bears its own costs unless otherwise agreed in writing.

INDEMNIFICATION

To the fullest extent allowed by law, the Parties shall indemnify, defend, and hold each other harmless from all claims, losses, damages, liabilities, and costs, including attorney's fees, arising from injuries, death, or property damage caused by the negligent acts, errors, omissions, recklessness, or willful misconduct of either Party or their agents, except for the sole negligence of either Party. This duty includes defense obligations under California Civil Code Section 2778 and survives termination of this Agreement.

INSURANCE

The Parties shall provide proof of a policy of insurance satisfactory to each other and documentation evidencing that the Parties maintain insurance that meets the following requirements.

- A. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- B. Proof of coverage as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company or be provided through partial or total self-insurance.
- C. The certificate of insurance must include the following provisions stating that:
 - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice; and

- 2) The Parties, their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. Proof shall be made by providing a certified copy, or other acceptable evidence, or an endorsement to insurance policy as additional insured.
- D. The Parties agree that the required insurance must be maintained throughout the Agreement's term. If the insurance expires during the term, the Parties must provide a new certificate of insurance at least thirty (30) days before expiration, coverage the remainder of the term , or for a period of not less than one (1) year. If a Party fails to maintain the insurance, the other Party may terminate the Agreement, in addition to any other available remedies.
- E. Failure to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- F. Any failure to comply with the reporting provisions of the policies shall not affect coverage.
- G. The insurance companies shall have no recourse against either party, its officers, agents, employees, or any of them for payment of the other party's premiums or assessments under any policy issued by an insurance company.
- H. The Parties indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

Remainder of page intentionally blank.

NOTICES

All notices and communications required during the administration of this Agreement shall be addressed as follows:

To CITY: Denis Nishihara
City of Placerville
549 Main Street
Placerville, CA 95667
dnishihara@cityofplacerville.org

To TRANSIT: Brian James
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
bjames@eldoradotransit.com

**EL DORADO COUNTY
TRANSIT AUTHORITY**

CITY OF PLACERVILLE

Brian James
Executive Director

Joe Wren
Interim City Manager

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Jenelle Sathre, Fiscal Manager

SUBJECT: Appointment of Chair and Vice-Chair as Members of an Ad Hoc Financial Audit Review Committee

REQUESTED ACTION:
BY MOTION,

1. Form an Ad Hoc Audit Review Committee to receive and review fiscal year (FY) 2025/26 independent fiscal and compliance audit reports
2. Appoint Chair and Vice-Chair as members to the Audit Review Committee

BACKGROUND

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated primarily for transit related purposes.

The TDA provides two (2) funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance (STA), which is derived from the statewide sales tax on diesel fuel.

The California Department of Tax and Fee Administration, based on sales tax collected in each county, returns the general sales tax revenues in each county's LTF. The STA funds are appropriated by the Legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenues, by formula, to planning and other selected agencies.

To ensure program compliance, TDA Section 6664 requires an independent fiscal and compliance audit of each TDA claimant be completed within 180 days following the end of the fiscal year. The El Dorado County Transportation Commission (EDCTC) is responsible for

ensuring that each TDA claimant under its jurisdiction receiving an allocation submits to EDCTC and the State Controller an annual certified fiscal audit report.

DISCUSSION

Richardson and Company auditors will perform the fiscal year 2025/26 on-site audit field work at the El Dorado County Transit Authority (El Dorado Transit) during the week of October 12, 2026. Final audit reports will be completed in late October 2026 or early November 2026.

Annually, the El Dorado Transit Board of Directors (Board) appoints a two (2) person sub-committee to receive a detailed presentation of the audit results prior to submission to the full Board. Staff is recommending the establishment of an ad hoc Audit Review Committee with the Chair and Vice-Chair as permanent members.

The Audit Review Committee would convene at least once to receive an oral and written presentation of audit reports by Richardson & Company staff. The audit reports would then be included in the regular December Board meeting agenda packet as a Consent Item for consideration by the full Board.

Audit Review Committee responsibilities include:

1. Review of fiscal and compliance audits
2. One (1) meeting to receive a presentation of agency fiscal and compliance reports from the independent auditors (this meeting may be held remotely)

FISCAL IMPACT

None